

JULIUS ROBINSON  
DORA ROBINSON, his wife

vs

MAGOTHY HOMESTEAD CORPORATION  
ADAM F. HOFF  
ESTA LEE HOFF, his wife

IN THE  
CIRCUIT COURT FOR  
ANNE ARUNDEL COUNTY

(IN EQUITY)

*Equity 12,996*

PETITION FOR FORECLOSURE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the Plaintiffs respectfully presents:

1. That on the 1st day of June 1955, the defendants, together with others, executed and delivered to C. Edgar Smith, Jr., and Dorothy W. Smith, co-partners, a mortgage upon certain real property situate in Anne Arundel County, and elsewhere, to secure the payment of the mortgage debt of \$15,000.00, wherein said mortgagors assented to the passage of a decree for the sale of the said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all of which will appear from said mortgage, a certified copy of which marked "Petitioners Exhibit No. 1" is filed herewith as part of this petition.

2. That on the 8th day of March, 1957, the defendants Magothy Homestead Corporation and Adam F. Hoff, together with others, executed and delivered to Lee Prager and Erna Prager, his wife, a mortgage upon the same real property situate in Anne Arundel County, to secure the payment of the mortgage debt of \$8,000.00, wherein said mortgagors assented to the passage of a decree for the sale of the said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all of which will appear from said mortgage, a certified copy of which marked "Petitioners' Exhibit No. 2" is filed herewith as part of this petition.


3. That the property not in Anne Arundel County has been released, so that the only property remaining is that lying in Anne Arundel County, which is the same property in both of said mortgages.

4. That by mesne assignments both of said mortgages have become vested in the plaintiffs, a copy of the last assignment thereof dated September 9, 1958 being filed herewith marked "Petitioners Exhibit No. 3" as part of this petition.

5. That default has occurred under said mortgages.

And your Petitioners pray that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty bound, etc.,

  
Eugene Hettler  
5 Guilford Ave,  
Baltimore, Md.  
Plaza 2-316  
Attorney for Plaintiffs

FILED

1960 SEP 26 PM 1:20

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This Mortgage, made this 1<sup>st</sup> day of JUNE

in the year one thousand nine hundred and fifty-five, by and between COTTAGE DEVELOPMENT CO. INC., a corporation of the State of Maryland; MAGOTHY HOMESTEAD CORPORATION, a corporation of the State of Maryland, ADAM F. HOFF AND ESTA LEE HOFF, his wife, of Anne Arundel County, State of Maryland, parties of the first part, "Mortgagors"; and C. EDGAR SMITH, JR. AND DOROTHY W. SMITH, co-partners trading as Thornton Mortgage Company, parties of the second part, "Mortgagees".

WHEREAS the said mortgagors are justly indebted unto the said mortgagees, co-partners as aforesaid, for the full sum of FIFTEEN THOUSAND (\$15,000.00) DOLLARS, for money this day loaned and advanced, which said sum the said mortgagors covenant and agree to repay unto the said mortgagees, co-partners as aforesaid, at the expiration of six months from the date hereof, together with interest at the rate of six per centum (6%) per annum on balances remaining due, accounting from the date hereof; all payments herein provided for to be made in lawful money of the United States of America.

WITH the privilege to the said mortgagors, their heirs, successors or assigns of prepaying said mortgage indebtedness in full or in part, at any time; and

WITH the further privilege to said mortgagors, their heirs, successors or assigns of obtaining partial releases of the leaseholds included in said mortgage upon payment of the sum of Fifteen Hundred (\$1500.00) Dollars, of the principal mortgage indebtedness for each leasehold so released; and

WITH the further privilege to the said mortgagors, their heirs, successors or assigns of obtaining partial releases of the lots at Magothy Beach upon payment of the sum of Three Hundred (\$300.00) Dollars upon the principal mortgage indebtedness for each lot twenty feet wide so released.

WHEREAS it was a condition precedent to the making of the aforesaid loan, that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the said mortgagors do hereby grant, convey and assign unto the said mortgagees, co-partners as aforesaid, as tenants in partnership and their assigns, all those lots or parcels of ground situate in the 13th Election District of Baltimore County, State of Maryland, and described as follows, that is to say:

BEING known and designated as Lots Nos. 12, 11, 10, 9, 6, 5, 4, 3, 2 and 1, as shown on the plat of Hammonds Manor, which plat is recorded among the Land Records of Baltimore County in Plat Book G.L.B. No. 20, folio 65. The improvements thereon being known as Nos. 2340, 2342, 2344, 2346, 2352, 2354, 2356, 2358, 2360 and 2362 Research Avenue.

BEING the same lots or parcels of ground which by deed dated JUNE 1<sup>st</sup>, 1955, and recorded or intended to be recorded among the Land Records of Baltimore County, prior hereto, were granted and assigned by Wheeler Holding Inc. unto Cottage Development Co. Inc.; subject to the annual ground rent of Ninety (\$90.00) Dollars, issuing out of each of said lots, payable in equal half-yearly instalments on the first days of JUNE and DECEMBER, in each and every year.

BEING a portion of the lots or parcels of ground described in a mortgage dated November 26, 1954, and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 2599, folio 368 from Cottage Development Co. Inc. unto Baltimore Federal Savings and Loan Association, to secure the repayment of the sum of \$92,400.00 and interest thereon.

ALSO all those lots or parcels of ground situate in the Third Election District of Anne Arundel County, State of Maryland, and described as follows; that is to say:

BEING known and designated as Lots Nos. 300 to 317, inclusive, Lot No. 328, 335 to 352, inclusive, 488 to 496, inclusive, 497 to 501, inclusive, 564 to 570, inclusive, 728 to 736, inclusive, 788 to 791, inclusive, 806 to 808, inclusive, 890 to 895, inclusive, 904 to 910, inclusive, 117 and 131, ~~inclusive~~, 132, 185, 999, 1010, 1028, 1053 and 1097 to 1109, inclusive, 1129 to 1154, inclusive, as shown on Plat of Magothy Beach, recorded among the Land Records of Anne Arundel County in Plat Book W.M.B. No. 1, folio 44 (also Plat Book F.S.R. No. 4, folio 15).

Also an unnumbered parcel of land in the rear of lots 115 to 117, inclusive, and a parcel of land designated "Community Beach", situate in the rear of Lots 118 to 132, inclusive, and another unnumbered parcel of land designated "Community Beach", between lots nos. 185 and 186, inclusive and also all right, title, interest and estate of the Upper Magothy Beach Corporation and the parties of the first part hereto in and to all lots, parts of lots, parcels of land, whether numbered or unnumbered and beds of streets, roads,

paths or reservations as shown on the aforesaid plat.

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FOR TITLE see the following deeds:

1. Deed dated April 30, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 406, folio 209 from Upper Magothy Beach Corporation unto Magothy Homestead Corporation.
2. Deed dated May 3, 1947, and recorded among the aforesaid Land Records in Liber J.H.H. No. 407, folio 462, from Upper Magothy Beach Corporation unto Magothy Homestead Corporation.
3. Deed dated February 11, 1942, and recorded among the aforesaid Land Records in Liber J.H.H. No. 255, folio 662, from Joshua F. Johnson and wife Magothy Homestead Corporation.
4. Deed dated MAY 27, 1955, and recorded or intended to be recorded among the Land Records of Anne Arundel County, prior hereto, from Adam F. Hoff, et al, surviving directors of Upper Magothy Beach Corporation unto Magothy Homestead Corporation.

Adam F. Hoff and Esta Lee Hoff join herein as mortgagors for the purpose of guaranteeing the repayment of the principal mortgage indebtedness and interest thereon and the performance of all the other covenants of this mortgage.



TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lots of land with the improvements and appurtenances aforesaid, unto the said mortgagees, co-partners trading as Thornton Mortgage Company, as tenants in partnership, and their assigns, such portion of said property as is leasehold; for all the residue of the term of years yet to come and unexpired therein with the benefit of renewal forever; subject to the payment of the aforesaid annual ground rents. Subject also to the legal operation and effect of the above mentioned mortgage and any default in said mortgage shall constitute a default in this mortgage.

TO HAVE AND TO HOLD the said lots of land, with the improvements and appurtenances aforesaid, unto the said mortgagees, copartners trading as Thornton Mortgage Company, as tenants in partnership, and their assigns, such portion of said property as is fee simple, in fee simple.

~~Together with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.~~

~~To have and to hold the said lots of land with the improvements and appurtenances aforesaid, unto the said mortgagees, co-partners trading as Thornton Mortgage Company, as tenants in partnership, and their assigns, such portion of said property as is leasehold; for all the residue of the term of years yet to come and unexpired therein with the benefit of renewal forever; subject to the payment of the aforesaid annual ground rents. Subject also to the legal operation and effect of the above mentioned mortgage and any default in said mortgage shall constitute a default in this mortgage.~~

Provided that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all of the covenants herein mentioned shall be performed, then this mortgage shall be void.

But upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

And the said mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other general or local laws of the State of Maryland relating to mortgages, including any amendments, supplements or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein-described property at any time after the recording of this mortgage (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said mortgagor does (2) also authorize the said mortgagee, his heirs, personal representatives, successors or assigns, or his or its attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time,

place, manner and terms of sale in some newspaper printed in the City or County in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the ( ), or such other terms as the party selling may deem expedient.

And it is agreed that upon any sale of said property under this mortgage, the proceeds of sale shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including a counsel fee of twenty-five dollars for conducting the proceedings if without contest, but if legal services be rendered to the trustee appointed by such decree or to the mortgagee or his assignee or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the mortgagee, his heirs, personal representatives, successors or assigns hereunder, whether the same shall have then matured or not; and, third, the balance, if any, to the said mortgagor, his heirs, personal representatives, successors or assigns. Half of such commissions and all such expenses and costs shall be paid by the mortgagor, his heirs, personal representatives, successors or assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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LIBER 152

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And it is covenanted that until default be made in any covenant or condition of this mortgage (but not thereafter), the said mortgagor, his heirs, personal representatives, successors or assigns, shall have possession of the property, upon paying in the meantime all taxes and assessments, ground rents, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest, which mortgage debt and interest, taxes, assessments, ground rents, public dues and charges the said mortgagor on behalf of himself and his heirs, personal representatives, successors or assigns, covenants to pay when legally due, and upon payment thereof to exhibit to the mortgagee the receipted bills thereof, at the place of business of the mortgagee, or his agent. And upon any default in any of the covenants of this mortgage, the mortgagee shall be entitled, without notice to the mortgagor, to the immediate appointment of a receiver of said property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the mortgagee as additional security.

And the said mortgagor on behalf of himself and his heirs, personal representatives, successors or assigns, covenants to keep the improvements on the land insured against loss by fire and other hazards required by the mortgagee, his heirs, personal representatives, successors or assigns in an insurance company or companies selected by, and in an amount designated by, the said mortgagee, and to cause the policy or policies to be so framed or indorsed as in case of fire or other loss to inure to the benefit of the said mortgagee, his heirs, personal representatives, successors or assigns, to the extent of the lien or claim under this mortgage, and to deliver the policy or policies to the mortgagee, to be kept by the mortgagee. And in the event of any loss by fire or other hazard the insurance company or companies are hereby directed by the mortgagor to make payment for such loss to the mortgagee only, and not to the mortgagor and mortgagee jointly; such payment to the mortgagee shall be applied to the extinguishment of the principle, interest and expenses secured by this mortgage, whether then due or not, but shall not exceed the amount payable under this mortgage, or such money so payable may, with the consent of the mortgagee, be applied to the repairing of the premises damaged. And the said mortgagor also covenants and agrees that no fire or other hazard insurance shall be effected or remain in force on the hereby mortgaged property except as provided for herein. And the said mortgagor covenants to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. WITNESS the corporate seals of the said bodies corporate, and the signatures of their respective Presidents or Vice Presidents hereto; and witness also the hands and seals of the said Adam F. Hoff and Esta Lee Hoff, his wife.

TEST: J. Lloyd Wilkinson

TEST: J. Lloyd Wilkinson

WITNESS: J. Lloyd Wilkinson

WITNESS: J. Lloyd Wilkinson  
J. LLOYD WILKINSON

COTTAGE DEVELOPMENT CO. INC.  
BY: ADAM F. HOFF President  
MAGOTHY HOMESTEAD CORPORATION  
BY: ADAM F. HOFF President  
Adam F. Hoff  
Esta Lee Hoff  
Esta Lee Hoff

State of Maryland, Baltimore City, to wit:  
I HEREBY CERTIFY, that on this 1st day of JUNE in the year one thousand nine hundred and fifty-five before me, the subscriber, a Notary Public of the State of Maryland, ~~Adam F. Hoff~~ personally appeared ADAM F. HOFF, who acknowledged himself to be the President of COTTAGE DEVELOPMENT CO. INC., a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.  
At the same time also appeared C. EDGAR SMITH, JR., ONE of the within named mortgagees

and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, and also made oath that he is agent of the mortgagees.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

4  
(Notary's Seal here.)  
My Commission expires May 6, 1957  
J. Lloyd Wilkinson  
J. LLOYD WILKINSON Notary Public



STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 1<sup>st</sup> day of JUNE, in the year one thousand nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared ADAM F. HOFF, who acknowledged himself to be the President of MACOTHY HOMESTEAD CORPORATION, a corporation, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

WITNESS my hand and Notarial Seal.

My Commission expires May 6, 1957

*J. Lloyd Wilkinson*  
Notary Public  
J. LLOYD WILKINSON

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 1<sup>st</sup> day of JUNE, in the year one thousand nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared ADAM F. HOFF AND ESTA LEE HOFF, his wife, known to me (or satisfactorily proven) to be two of the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

My Commission expires May 6, 1957

*J. Lloyd Wilkinson*  
Notary Public  
J. LLOYD WILKINSON

Recorded-11th-June-1955-at-9-A.M.

FOR VALUE RECEIVED, C. Edgar Smith, Jr. and Dorothy W. Smith, co-partners trading as Thornton Mortgage Company, hereby assign the within mortgage and the debt secured thereby unto MARYLAND TRUST COMPANY, its successors and assigns, without recourse.

WITNESS the hands and seals of the said C. Edgar Smith, Jr. and Dorothy W. Smith, co-partners as aforesaid, this First day of JUNE, 1955.

WITNESS:

*J. Lloyd Wilkinson*  
Notary Public

Recorded-11th-June-1955-at-9-A.M.

*C. Edgar Smith, Jr.* (SEAL)  
C. Edgar Smith, Jr.

*Dorothy W. Smith* (SEAL)  
Dorothy W. Smith

co-partners trading as Thornton Mortgage Company

Received for Record... 11 Day  
of June 1955 at 9 A.M.  
and the same day recorded in Liber  
J. H. H. No. 935 Folio 122

*Agreed*  
Received for Record... 11 Day  
of June 1955 at 9 A.M.  
and the same day recorded in Liber  
J. H. H. No. 935 Folio 122

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the foregoing photostat is a true copy of a Mortgage as recorded in Liber J. H. H. 935, Folio 122, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I here-  
unto set my hand and affix  
the Seal of the Circuit Court  
for Anne Arundel County, this  
12th day of January, 1960, A. D.

*George T. Cromwell*  
George T. Cromwell, Clerk

LIBER 1106 PAGE 308



LIBER 152 PAGE 6

THIS MORTGAGE, Made this 8<sup>th</sup> day of March

in the year nineteen hundred and fifty-seven by and between COTTAGE DEVELOPMENT CO., INC., a body corporate, RESEARCH FOUNDATION, INC., a body corporate, MAGOTHY HOMESTEAD CORPORATION, a body corporate, all of the State of Maryland; and ADAM F. HOFF

Mortgagors of the Anne Arundel County in the State of Maryland, of the first part, and

LEE PRAGER and ERNA PRAGER, his wife

, Mortgagees, of the second part:

Whereas, the said mortgagors are justly indebted unto the said mortgagees, for the full sum of Eight thousand (\$8,000.00) Dollars, for money this day loaned and advanced, which said sum the said mortgagors covenant and agree to repay unto the said mortgagees at the expiration of one year from the date hereof, together with interest at the rate of six per cent per annum on balances remaining due, accounting from the date hereof; all payments herein provided for to be made in lawful money of the United States of America.

With the privilege to the said mortgagors, their heirs, successors or assigns, of prepaying said mortgage indebtedness in full or in part, at any time; and

With the further privilege to the said mortgagors, their heirs, successors or assigns, of obtaining partial releases of the lots at Magothy Beach upon payment of the sum of Three Hundred (\$300.00) Dollars upon the principal mortgage indebtedness for each lot twenty feet wide so released.

WHEREAS, it was a condition precedent to the making of the aforesaid loan, that the repayment thereof, with interest, should be secured by the execution of these presents.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said mortgagors

do grant and convey unto the said mortgagees,

their heirs and assigns,

in fee simple, all those lots or parcels of ground situate and lying in the Third Election District of Anne Arundel County aforesaid, and described as follows, to wit:—Beginning for

BEING known and designated as Lots Nos. 300 to 317, inclusive, Lot No. 328, 335, to 352, inclusive, 488 to 496, inclusive, 497 to 501, inclusive, 564 to 570, inclusive, 728 to 736, inclusive, 788 to 791, inclusive, 806 to 808, inclusive, 890 to 895, inclusive, 904 to 910, inclusive, 117 and 113, 132, 185, 999, 1010, 1026, 1053 and 1097 to 1109, inclusive, 1129 to 1154, inclusive, as shown on Flat of Magothy Beach, recorded among the Land Records of Anne Arundel County in Plat Book W.M.B. No. 1, folio 44 (also Flat Book F.S.R. No. 4, folio 15).

ALSO an unnumbered parcel of land in the rear of lots 115 to 117, inclusive, and a parcel of land designated "Community Beach", situate in the rear of Lots 118 to 132, inclusive, and another unnumbered parcel of land designated "Community Beach", between lots nos. 185 and 186, inclusive and also all right, title and interest and estate to the Upper Magothy Beach Corporation and the parties of the first part hereto in and to all lots, parts of lots, parcels of land, whether numbered or unnumbered and beds of streets, roads, paths or reservations as shown on the aforesaid plat.

FOR TITLE see the following deeds:

1. Deed dated April 30th, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.E. No. 406, folio 209 from Upper Magothy Beach Corporation unto Magothy Homestead Corporation.

FILED

2. Deed dated May 3, 1947, and recorded among the aforesaid Land Records in Liber J.H.E. No. 407, folio 462, from Upper Magothy Beach Corporation unto Magothy Homestead Corporation.

DETTIONER S

EX A. R. 7

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3. Deed dated February 11, 1942, and recorded among the aforesaid Land Records in Liber J.E.E. No. 215, folio 32, from Joshua F. Johnson and wife unto Magothy Homestead Corporation.

4. Deed dated June , 1955, and recorded among the Land Records of Anne Arundel County in Liber No. J.H.E. , folio , from Adam F. Hoff, et al, surviving directors of Upper Magothy Beach Corporation unto Magothy Homestead Corporation.

Adam F. Hoff, Cottage Development Co., Inc., Research Foundation, Inc., join herein as mortgagors for the purpose of guaranteeing the repayment of the principal mortgage indebtedness and interest thereon and the performance of all the other covenants of this mortgage.

Together with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

To Have and To Hold the aforesaid parcels of ground and premises unto and to the proper use and benefit of the mortgagees, their heirs and assigns, forever.

Provided, that if the said mortgagors , his/its

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Eight thousand (\$8,000.00) - - - - - dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagees, their personal representatives, or assigns, or Carl W. Bacharach duly authorized Attorney or Agent

of the said Mortgagees, their personal representatives, or assigns, after default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred (\$100.00) Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagees, their executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagors for their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, their personal representatives or assigns, or Carl W. Bacharach their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee, their executors, administrators or assigns, to the extent of their lien or claim hereunder.

of the President  
the hand/ and seals of the respective Corporation; and with the also  
the hand and seal of Adam Hoff, individually:

TEST:

E. Thomas Stahl

COTTAGE DEVELOPMENT CO., INC.

By:

Adam F. Hoff, President

RESEARCH FOUNDATION, INC.

By:

Adam F. Hoff, President  
MAGOTHY HOMESTEAD CORPORATION

By:

Adam F. Hoff, President

ADAM F. HOFF

State of Maryland, City of Baltimore

I Hereby Certify, that on this  
thousand nine hundred and fifty-seven

8th

day of March

in the year one

of the State of Maryland, in and for the City of Baltimore

aforesaid, personally appeared

Adam F. Hoff, individually and as Presidents of Cottage Development Co., Inc.; Research  
Foundation, Inc. and Magothy Homestead Corporation  
the Mortgagor s named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage  
to be his act. At the same time also appeared Lee Fraser and Anna Fraser, his  
wife,

and made oath in due form  
of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

Rec'd for record Mar 21 1957 at 4:42 P.M.Mailed to Stahl & Bacharach

E. Thomas Stahl

Notary Public

For → Assignment see Land

Record G. T. C. No. 1235 Folio 482

Recorded September 18, 1958 at 9:37 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the foregoing photostat is a true  
copy of a Mortgage as recorded in Liber G. T. C. 1106, Folio 308,  
one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto  
set my hand and affix the Seal of  
the Circuit Court for Anne Arundel  
County, this 12th. day of January,  
1960, A. D.

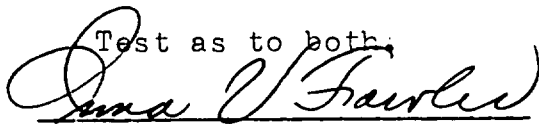
George T. Cromwell  
George T. Cromwell, Clerk

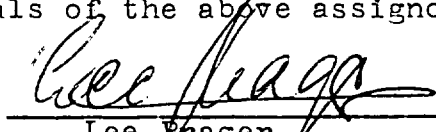
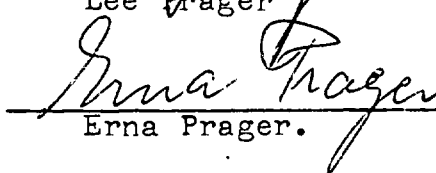
THIS ASSIGNMENT OF MORTGAGES, made this 9th day of September, 1958, by and between LEE PRAGER and ERNA PRAGER, his wife, of the City of Baltimore, State of Maryland, of the first part and JULIUS ROBINSON and DORA ROBINSON, his wife, of the City and State, aforesaid, of the second part.

WITNESSETH, that in consideration of the sum of Five (\$5.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and assign unto the parties of the second part all thos lots of ground situate in the Third Election District of Anne Arundel County, State of Maryland, and more particularly described in two mortgages, the first from Magothy Homestead Corporation unto C. Edgar Smith Jr., et. al., dated June 1, 1955, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 935 folio 122, which mortgage was, by mesne assignments, the last of which is dated March 18, 1957 and recorded among the aforesaid Land Records in Liber G. T. C. No. 1106 folio 306, assigned to the above parties of the first part; the second from Magothy Homestead Corporation, et. al., to the above named parties of the first part, dated March 8, 1957 and recorded among said Land Records in Liber G. T. C. No. 1106 folio 308.

TO HAVE AND TO HOLD the above mentioned lots, together with the above mentioned mortgages and the debt secured thereby unto the proper use of the said Julius Robinson and Dora Robinson, his wife, their heirs and assigns in fee simple.

Witness the hands and seals of the above assignors.

Test as to both:  
  
 Irma V. Fowler

 (SEAL)  
 Lee Prager  
 (SEAL)  
 Erna Prager.

FILED

1960 SEP 26 PM 1:20

DEEDS  
 10/10/58  
 #3

LIBER 152 PAGE 11

LIBER 1235 PAGE 483

STATE OF MARYLAND, CITY OF BALTIMORE, TI WIT:

I HEREBY CERTIFY, that on this 9<sup>th</sup> day of September, in the year Nineteen hundred and fifty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Lee Prager and Erna Prager, his wife, and acknowledged the foregoing assignment of mortgages to be their respective acts.

Witness my hand and Notarial Seal .

425

Irma V. Fowler  
Irma V. Fowler, Notary Public.

Rec'd for record Sept 18, 1958 at 9:32A

Mailed to Julius Robinson



JULIUS ROBINSON  
DORA ROBINSON, his wife

vs

MAGOTHY HOMESTEAD CORPORATION  
ADAM F. HOFF  
ESTAT LEE HOFF, his wife

IN THE  
CIRCUIT COURT FOR  
ANNE ARUNDEL COUNTY  
(IN EQUITY)

STATEMENT OF MORTGAGE CLAIM

Mortgage dated June 1, 1955	\$15,000.00
Mortgage dated March 8, 1957	8,000.00
Balance due at time of assignment of mortgages to plaintiffs, as agreed on by defendants September 9, 1958	9,900.00
Interest September 9, 1958 to September 9, 1960	<u>1,188.00</u>
Balance due	\$11,088.00

STATE OF MARYLAND, CITY OF BALTIMORE:

I hereby certify that on this 16 day of August, 1960,  
before the undersigned, a Notary Public of the State of  
Maryland, in and for the City of Baltimore personally appeared  
Julius Robinson, one of the plaintiffs in the above entitled  
case, and made oath in due form of law that the foregoing  
statement of mortgage claim is true to the best of his knowledge,  
information, and belief.

  
Notary Public

FILED

1960 SEP 26 PM 1:20

LIBER 152 PAGE 13  
DECREE FOR SALE OF MORTGAGE PREMISES

JULIUS ROBINSON

DORA ROBINSON, his wife

vs.

MAGOTHY HOMESTEAD CORPORATION  
ADAM F. HOFF  
ESTA LEE HOFF

IN THE  
CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~  
ANNE ARUNDEL COUNTY  
(In Equity)

TERM, 19.....

The Petition and Exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It, is, Thereupon, This 26<sup>th</sup> day of September, in the year 1960, in the year 1960, by the Circuit Court of Anne Arundel County,  
nineteen hundred and sixty, by the Circuit Court of Baltimore City,  
ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Eugene Hettleman  
be and he is hereby appointed Trustee to make said sale, and that the course and manner of h proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of eleven thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six months and six months for all cash as the purchaser may elect, the credit payment to bear interest from the day of sale, and to be secured by the mortgage notes of the purchaser on purchase money promissory notes of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

FILED

1960 SEP 27 AM 10:24

W. Bruce Dinkelt  
Judge

## KNOW ALL MEN BY THESE PRESENTS, LIBER 10 PAGE 414

Eugene No. 13,996

THAT WE Eugene Hettleman

5 Guilford Avenue - Baltimore 2, Maryland as principal,  
and The Fidelity and Casualty Company of New York corporation of the State of  
New York as surety, are held and firmly bound unto the State of Maryland, in the fulland just sum of Eleven Thousand and no/100----- Dollars,  
current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well  
and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors  
and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with  
our seals, and dated this 31st day of October in the year  
of our Lord one thousand nine hundred and sixtyWHEREAS, the above bounden EUGENE HETTMAN  
by virtue of a decree of the Honorable Judge of the Circuit Court of Anne Arundel County  
pointed trustee to sell various lotsmentioned in the proceedings in the case of Julius Robinson and Dora Robinson, his wife  
vs.Magothy Homestead Corporation, Adam F. Hoff, Esta  
now pending in said Court: Lee Hoff.Now the Condition of the above Obligation is such,  
THAT IF THE ABOVE BOUNDEN Eugene Hettleman  
do and shall well and faithfully perform the trust reposed in him by said decree, or that may  
be reposed in him by any future decree or order in the premises, then the above obligation to  
be void; otherwise to be and remain in full force and virtue in lawSigned, sealed and delivered  
in the presence of

Anne Lathroum

Anne Lathroum, as to 3071

State of Maryland, Baltimore City, set:

KNOW ALL MEN BY THESE PRESENTS: That the The Fidelity and Casualty Company of New York  
a corporation of the State of New Yorkdoes hereby constitute and appoint Arthur F. Timmins and/or Robert A. Sheridan  
and/or Earl W. Ussery and/or Robert S. Zetzerits attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, char-  
acter and discription that are or may be required to be filed in the Circuit Court of Baltimore City  
State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attor-  
ney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power  
shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said The Fidelity and Casualty Company of New York

duly affixed by its Vice-President and attested by its Assistant Secretary, this 31st  
day of October, 1960

ATTEST:

A. J. Miller  
Assistant Secretary

By:

Carroll R. Young  
Vice President

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney

October 31, 1960

Bond approved this 1st day of November, 1960

Serg T. Cromwell, Clerk

The Fidelity and Casualty Company of New York

FILED  
A. J. Miller  
Assistant Secretary

1960 NOV -1 AM 9:29

LIBER 152 PAGE 15	
JULIUS ROBINSON AND WIFE	:
	:
VS	:
	:
	:
MAGOTHY HOMESTEAD CORPORATION	:
ET. AL.	:
	:
	:
	:

	IN THE
	CIRCUIT COURT
	OF
	ANNE ARUNDEL COUNTY

AUCTIONEERS CERTIFICATE

I hereby certify that I have on this 1st day of November, 1960,  
sold the property described in the attached advertisement of sale at and for  
the sum of Three Hundred-fifty (\$350<sup>00</sup>)  
Being at that figure the highest bidder therefore, and I further certify that  
the sale was fairly made.

A. J. BILLIG & CO.,

By

*[Signature]*  
Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have on this 1st day of November, 1960,  
purchased the property described in the attached advertisement of sale from  
Eugene Hettleman ----- Trustee, ~~Attorney named in advertisement~~  
and for the sum of Three Hundred-fifty (\$ 350<sup>00</sup>),  
and hereby agree to comply with the terms of sale as set forth in the ~~adver~~  
attached advertisement of sale.

*Katharine Korbin*  
*Eugene W. Korbin*  
*Paul S. Korbin*  
Purchaser

Test:

*[Signature]*

1960 DEC -7 PM 6:29

JULIUS ROBINSON  
DORA ROBINSON, his wife

vs

MAGOTHY HOMESTEED CORPORATION  
ADAM F. HOFF  
ESTA LEE HOFF, his wife

IN THE  
CIRCUIT COURT OF  
ANNE ARUNDEL COUNTY  
(IN EQUITY)

*No. 13,996 Equity*

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Eugene Hettleman, Trustee appointed by the decree in the above entitled cause to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of the trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Capitol Gazette, a weekly newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, and in The Sunday Sun, the said Trustee, did pursuant to said notice on Tuesday, the 1st day of November, 1960 at 3 o'clock p.m., attend on the premises and then and there sold the following property:

A parcel of land designated "Community Beach" situate in the rear of lots 118 to 132, and another unnumbered parcel of land designated "Community Beach", between lots Nos. 185 and 186 and also lot No. 185, all as shown on the Plat of Magothy Beach, which was recorded among the Land Records of Anne Arundel County in Plat Book W.M.B. No. 1 folio 44. In fee simple. As to said lots no warranty was made as to whether or not title is subject to the rights of user of others, or has been dedicated to public use.

Said property was sold as an entirety to Katharine Korbein, Irene W. Korbein, and Rose Sapperstein, for the sum of three hundred fifty dollars, they having offered the greatest price therefore.

*Eugene Hettleman*  
Trustee

STATE OF MARYLAND, CITY OF BALTIMORE:

I hereby certify that on this 6th day of December, 1960, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, aforesaid, personally appeared Eugene Hettleman, Trustee, and made oath that the facts stated in the foregoing report of sale are true, as therein set forth, and that the sale thereby reported was fairly made.

*Joseph Hettleman*  
Notary Public

FILED

1960 DEC -7 PM. 6:29

18

## Legal Notice

## Legal Notice

**TRUSTEE'S SALE  
VALUABLE SHORE PROPERTY.  
WATER FRONT AND CLOSE TO WATER FRONT  
UNIMPROVED AND IMPROVED AS THE CASE MAY BE.  
IN FEE SIMPLE**

**SITUATE IN MAGOTHY BEACH, THIRD ELECTION  
DISTRICT, ANNE ARUNDEL COUNTY**

By virtue of a decree of the Circuit Court of Anne Arundel County, the undersigned Trustee, will sell at public auction, on the premises opposite Magothy Chaisea Community Church on 3rd Street just off Magothy Beach Road —

**ON TUESDAY, NOVEMBER 1, 1960  
1 O'CLOCK P.M.**

All those lots or parcels of ground situate in the Third Election District of Anne Arundel County, State of Maryland, and described as follows:

Being known and designated as Lots Nos. 300 to 317, inclusive; Lot No. 328; Lots 335 to 352, inclusive; 463 to 496, inclusive; 497 to 501, inclusive; 504 to 570, inclusive; 728 to 736, inclusive; 738 to 791, inclusive; 806 to 808, inclusive; 890 to 895, inclusive; 894 to 910, inclusive; 117 and 131, 132, 135, 990, 1010, 1022, 1043, 1053, to 1109, inclusive; 1120 to 1134, inclusive; 453 to 497, inclusive; 861 to 871, inclusive; 842 to 846, inclusive; 803 to 806, inclusive; 937 and 938; 1038 - 1039 - 1040; 1123 to 1125, inclusive.

Also an unnumbered parcel of land in the rear of lots 115 to 117, inclusive and a parcel of land designated "Community Beach", situate in the rear of Lots 118 to 122, and another unnumbered parcel of land designated "Community Beach", between lots Nos. 185 and 186. As to the lots in this paragraph, no warranty is made as to whether or not title is subject to rights of use of others, or has been dedicated to public use.

All as shown on the Plat of Magothy Beach, which was recorded among the Land Records of Anne Arundel County in Plat Book W. M. B. No. 1 folio 44 (also Plat Book F. S. B. No. 4 folio 15). All interested parties are referred to said plat which may be found in the Clerk's Office of the Circuit Court for Anne Arundel County, Court House, Annapolis, for a particular description of each lot. Subject to any easements or restrictions of record of which may be seen by an examination of said lots.

Manner of sale: The lots will be sold in convenient parcels, the bids reserved, and then offered as an entirety, and then sold in the manner producing the greater amount.

**TERMS OF SALE:** 10% deposit at time and place of sale; balance in cash at ratification of sale by the Circuit Court of Anne Arundel County. All expenses to be adjusted to day of sale; balance of purchase money to bear interest from day of sale. All documentary stamps to be paid by purchaser.

**EUGENE HETTERMAN, Trustee**  
8 Guilford Avenue, Baltimore 2, Md.  
FL 2-3160

**A. S. ELLING & CO. Auctioneers**

FL 2-3030 16 E. Fayette St., Balto. 2, Md.  
O-27

FILED

1960 DEC -7 PM 6:29

LIBER 152 PAGE 18  
ORDER NISI

JULIUS ROBINSON  
DORA ROBINSON, his wife  
versus  
MAGOTHY HOMESTEAD CORPORATION  
ADAM F. HOFF  
ESTA LEE HOFF, his wife

IN THE  
CIRCUIT COURT

FOR  
ANNE ARUNDEL COUNTY  
No. 13,996 Equity

Ordered, this 7th day of December, 19 60, That the sale of the  
Property in these proceedings mentioned,  
made and reported by Eugene Hettleman, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th  
day of January next; Provided, a copy of this Order be inserted in some newspaper  
published in Anne Arundel County, once in each of three successive weeks before the 16th  
day of January next.

The report states that the amount of sale was \$ 350.00  
FILED 1960 DEC 7 PM 6:29  
True Copy,

*George T. Cromwell* Clerk.

TEST: Clerk.

(Final Order)

JULIUS ROBINSON  
DORA ROBINSON, his wife  
versus  
MAGOTHY HOMESTEAD CORPORATION  
ADAM F. HOFF  
ESTA LEE HOFF, his wife

IN THE  
CIRCUIT COURT

FOR  
ANNE ARUNDEL COUNTY  
Term, 19

ORDERED BY THE COURT, This day of , 19  
that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and  
Confirmed no cause to the contrary having been shown, although due notice appears to have been given as re-  
quired by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such  
proper expenses as he shall produce vouchers for the Auditor.

SEE RATIFICATION OF SALE  
FILED 1961 OCT 3 JUDGE.



LIBER 152 PAGE 19

JULIUS ROBINSON AND WIFE	:	
	:	IN THE
VS	:	CIRCUIT COURT
	:	OF
MAGOTHY HOMESTEAD CORPORATION	:	ANNE ARUNDEL COUNTY
ET. AL.	:	

AUCTIONEERS CERTIFICATE

I hereby certify that I have on this 1st day of November, 1960,  
sold the property described in the attached advertisement of sale at and for  
the sum of NINE Thousand (\$9000.00) Dollars  
Being at that figure the highest bidder therefore, and I further certify that  
the sale was fairly made.

A. J. BILLIG & CO.,

By

Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have on this 1st day of November, 1960,  
purchased the property described in the attached advertisement of sale from  
Eugene Hettleman - - - - - Trustee, ~~Attorney named in Mortgage~~,  
and for the sum of NINE Thousand - (\$ 9000.00)  
and hereby agree to comply with the terms of sale as set forth in the ~~adver~~  
attached advertisement of sale.

Katharine Korbien

Eugene A. Korbien

Rose Appert

Purchaser

Test:

FILED

1960 DEC -7 PM 6:29

## Legal Notice

## Legal Notice

**TRUSTEE'S SALE  
VALUABLE SHORE PROPERTY.  
WATER FRONT AND CLOSE TO WATER FRONT  
UNIMPROVED AND IMPROVED AS THE CASE MAY BE,  
IN FEE SIMPLE**

**SITUATE IN MAGOTHY BEACH, THIRD ELECTION  
DISTRICT, ANNE ARUNDEL COUNTY**

By virtue of a decree of the Circuit Court of Anne Arundel County, the undersigned Trustee, will sell at public auction, on the premises opposite Magothy Chelsea Community Church on 2nd Street just off Magothy Beach Road —  
**ON TUESDAY, NOVEMBER 1, 1960  
1 O'CLOCK P.M.**

All those lots or parcels of ground situate in the Third Election District of Anne Arundel County, State of Maryland, and described as follows:

Being known and designated as Lots Nos. 300 to 317, inclusive; Lot No. 326; Lots 335 to 362, inclusive; 423 to 496, inclusive; 497 to 501, inclusive; 564 to 570, inclusive; 728 to 736, inclusive; 788 to 791, inclusive; 806 to 808, inclusive; 890 to 895, inclusive; 904 to 910, inclusive; 117 and 131, 132, 135, 990, 1010, 1022, 1053, 1057, to 1109, inclusive; 1129 to 1154, inclusive; 458 to 467, inclusive; 861 to 871, inclusive; 842 to 846, inclusive; 863 to 865, inclusive; 937 and 938; 1022 - 1039 - 1040; 1123 to 1128, inclusive.

Also an unnumbered parcel of land in the rear of lots 115 to 117, inclusive and a parcel of land designated "Community Beach", situate in the rear of Lots 118 to 132, and another unnumbered parcel of land designated "Community Beach", between lots Nos. 185 and 186. As to the lots in this paragraph, no warranty is made as to whether or not title is subject to rights of user of others, or has been dedicated to public use.

All as shown on the Plat of Magothy Beach, which was recorded among the Land Records of Anne Arundel County in Plat Book W. M. B. No. 1 folio 44 (also Plat Book F. S. R. No. 4 folio 15). All interested parties are referred to said plat which may be found in the Clerk's Office of the Circuit Court for Anne Arundel County, Court House, Annapolis, for a particular description of each lot. Subject to any covenants or restrictions of record or which may be seen by an examination of said lots.

Manner of sale: The lots will be sold in convenient parcels, the bids reserved, and then offered as an entirety, and then sold in the manner producing the greater amount.

**TERMS OF SALE:** 10% deposit at time and place of sale; balance in cash at ratification of sale by the Circuit Court of Anne Arundel County. All expenses to be adjusted to day of sale; balance of purchase money to bear interest from day of sale. All documentary stamps to be paid by purchaser.

**EUGENE HETTMAN, Trustee**  
5 Guilford Avenue, Baltimore 2, Md.  
PLaza 2-3169

**A. J. MILLIG & CO. Auctioneers**  
16 E. Fayette St., Balto. 2, Md.  
PLaza 2-3440

O-27

FILED

1960 DEC-7 PM 6:29

JULIUS ROBINSON  
DORA ROBINSON, his wife

vs

MAGOTHY HOMESTEAD CORPORATION  
ADAM F. HOFF  
ESTAT LEE HOFF, his wife

IN THE  
CIRCUIT COURT OF  
ANNE ARUNDEL COUNTY  
(IN EQUITY)

REPORT OF SALE

*No. 13,996 Equity*

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Eugene Hettleman, Trustee appointed by the decree in the above entitled cause to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of the trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Capitol Gazette, a weekly newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, and in The Sunday Sun, the said Trustee, did pursuant to said notice on Tuesday, the 1st day of November, 1960 at 3 o'clock p.m., attend on the premises and then and there sold the following property:

Being known and designated as Lots Nos. 300-317; 335-352; 488-507; 564-570; 728-736; 788-791; 806-808; 890-893; 904-910; 131, 132, 328, 999, 1010, 1028, 1053, 1097-1109; 1124-1154; 458-467; 867-871; 842-846; 505-505; 1036-1049; all as shown on the Plat of Magothy Beach, which was recorded among the Land Records of Anne Arundel County in Plat Book A.M.R. No. 1 folio 44 (also Plat Book F.S. R. No. 4 folio 15). All in fee simple.

Said property was sold as an entirety to Katharine Korbein, Irene W. Korbein, and Rose Seppenstein, for the sum of nine thousand dollars, they having offered the greatest price therefore.

*Eugene Hettleman*  
Trustee

STATE OF MARYLAND, CITY OF BALTIMORE:

I hereby certify that on this 6th day of December, 1960, before me, the subscriber, a Notary Public of the State of Maryland, and for the City of Baltimore, aforesaid, personally appeared Eugene Hettleman, Trustee, and made oath that the facts stated in the foregoing report of sale are true, as therein set forth, and that the sale thereby reported was fairly made.

*Joseph Hettleman*  
Notary Public

FILED

1960 DEC -7 PM 3:13

3

# ORDER NISI

LIBER 152 PAGE 22

JULIUS ROBINSON  
DORA ROBINSON, his wife  
versus  
MAGOTHY HOMESTEAD CORPORATION  
ADAM F. HOFF  
ESTA LEE HOFF, his wife

## IN THE CIRCUIT COURT

FOR  
ANNE ARUNDEL COUNTY

No. 13,996 Equity

Ordered, this 7th day of December, 1960, That the sale of the  
Property in these proceedings mentioned,  
made and reported by Eugene Hettleman, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th  
day of January next; Provided, a copy of this Order be inserted in some newspaper  
published in Anne Arundel County, once in each of three successive weeks before the 16th  
day of January next.

The report states that the amount of sale was \$ 9,000.00

FILED 1960 DEC 7 PM 6:29

True Copy,

*Eugene T. Cromwell* Clerk.

TEST: Clerk.

(Final Order)

JULIUS ROBINSON  
DORA ROBINSON, his wife  
versus  
MAGOTHY HOMESTEAD CORPORATION  
ADAM F. HOFF  
ESTA LEE HOFF, his wife

## IN THE CIRCUIT COURT

FOR  
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This day of 19  
that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and  
Confirmed no cause to the contrary having been shown, although due notice appears to have been given as re-  
quired by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such  
proper expenses as he shall produce vouchers for the Auditor.

JUDGE.

24

**Maryland Gazette**

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 152 PAGE 23

**Order Nisi**

IN THE CIRCUIT COURT FOR  
ANNE ARUNDEL COUNTY  
NO. 13,996 Equity  
JULIUS ROBINSON  
DORA ROBINSON, his wife  
versus  
MAGOTHY HOMESTEAD COR-  
PORATION  
ADAM F. HOFF  
ESTA LEE HOFF, his wife  
Ordered, this 7th day of Decem-  
ber, 1960, That the sale of the  
Property in these proceedings  
mentioned, made and reported by  
Eugene Hettleman, Trustee BE  
RATIFIED AND CONFIRMED,  
unless cause to the con-  
trary thereof be shown on or be-  
fore the 16th day of January  
next; Provided, a copy of this  
Order be inserted in some news-  
paper published in Anne Arundel  
County, once in each of three suc-  
cessive weeks before the 16th day  
of January next.  
The report states that the  
amount of sale was \$350.00.  
GEORGE T. CROMWELL, Clerk  
True Copy, TEST:  
GEORGE T. CROMWELL, Clerk  
J-5

**CERTIFICATE OF PUBLICATION**Annapolis, Md., January 10, 1961

We hereby certify, that the annexed

Order Nisi SaleEq. 13,996Adam F. Hoff

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4successive weeks before the 16thday of January, 1961. The firstinsertion being made the 15th day ofDecember, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 12739By H. Tilghman

JULIUS ROBINSON and  
DORA ROBINSON, his wife

vs

MAGOTHY HOMESTEAD CORP and  
ADAM F. HOFF and  
ESTA LEE HOFF

: IN THE  
:  
: CIRCUIT COURT FOR  
:  
: ANNE ARUNDEL COUNTY  
:  
: IN EQUITY

No. 13,996

PETITION FOR SUBSTITUTION OF  
PURCHASER AND ORDER OF COURT  
THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Katherine Korbien, Irene W. Korbien, and Rose Sapperstein, purchasers, by C. Maurice Weidemeyer and Thomas M. Schifanelli, their attorneys; and Julius Robinson and Dora Robinson, his wife, by Eugene Hettleman, their attorneys, respectfully present:

1. That by public auction sale held on November 1, 1960, Eugene Hettleman, the Trustee in this case, sold to the aforementioned Katherine Korbien, Irene W. Korbien, and Rose Sapperstein, purchasers the property described in the reports of sale heretofore filed in this case by the said Eugene Hettleman, Trustee.

2. That since the aforesaid sale, the said purchasers have sold all their right, title, and interest, in and to the property sold, by virtue of their purchase, to the said Julius Robinson and Dora Robinson, his wife, and all of said parties join herein to request that the said Julius Robinson and Dora Robinson, his wife, be substituted as purchasers.

WHEREFORE your Petitioners pray that an order may be passed by this Honorable Court, substituting the said Julius Robinson and Dora Robinson, his wife, as purchasers of the property described in the reports of sale heretofore filed by the Trustee, in the place and stead of the original purchasers.

And as in duty bound, etc.,

Katherine Korbien  
Katherine Korbien

Irene W. Korbien  
Irene W. Korbien

Rose Sapperstein  
Rose Sapperstein

Julius Robinson  
Julius Robinson

Dora Robinson  
Dora Robinson

C. Maurice Weidemeyer  
C. Maurice Weidemeyer

Thomas M. Schifanelli  
Thomas M. Schifanelli  
Attorneys for original purchasers

Eugene Hettleman  
Eugene Hettleman, Attorney for  
substituted purchasers

Assented to:

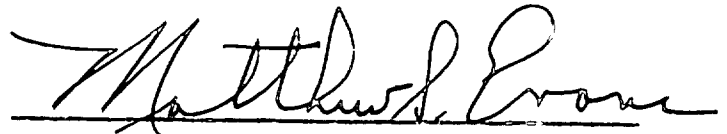
Eugene Hettleman  
Eugene Hettleman, Trustee

FILED

1961 OCT -3 PM 3:16

ORDER OF COURT

Upon the foregoing Petition and Assent by the Trustee,  
it is this 3<sup>rd</sup> day of Oct., 1961, by the CIRCUIT  
COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY, Ordered that Julius  
Robinson and Dora Robinson, his wife, be, and they are hereby  
substituted as purchasers of the properties described in the  
reports of sale filed herein by Eugene Hettleman, Trustee, in  
the place and stead of Katherine Korbien, Irene W. Korbien and  
Rose Sapperstein, the original purchasers.



Judge

FILED

1961 OCT -3 PM 3:16



JULIUS ROBINSON, and  
DORA ROBINSON, his wife

vs

MAGOTHY HOMESTEAD CORP. and  
ADAM F. HOFF and  
ESTA LEE HOFF

:

:

:

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

(IN EQUITY)

No. 13,996

D E C R E E

This cause having come on to be heard in open Court upon exceptions to sale filed by Katherine Korbien, Irene W. Korbien, and Rose Sapperstein, who were represented in open Court by C. Maurice Weidemeyer; and exceptions filed by George E. Brown, Jr., Agent, who was represented in open Court by Howard DeMurth, Jr; and David Smith and wife, being represented in open Court by Hugh K. Holmes, who entered his appearance on their behalf, and requested leave to file formal exceptions, but did not do so;

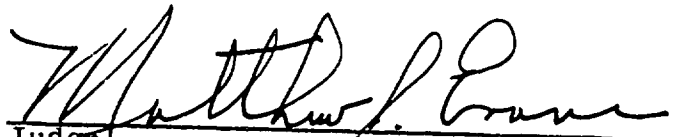
And it appearing to the Court that Katherine Korbien, Irene W. Korbien, and Rose Sapperstein have since said hearing dismissed their exceptions;

And the Court having further been notified by Hugh K. Holmes that his clients David Smith and wife have withdrawn their objections to the ratification of the sale;

And the Court having further determined that the exceptions filed by George E. Brown, Jr., are without substance;

And the Court having on petition and consent ordered the substitution of Julius Robinson and Dora Robinson, his wife as purchasers of the properties described in the reports of sale filed herein by Eugene Hettleman, Trustee,

IT IS THEREUPON, this 3<sup>rd</sup> day of Oct., 1961, by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY, Ordered, Adjudged, and Decreed, that the exceptions to the ratification of sale heretofore filed in this cause, be and the same are hereby dismissed, and the sales heretofore reported by Eugene Hettleman, Trustee in this cause, be and the same are hereby finally ratified and confirmed.

  
Judge

FILED

1961 OCT -3 PM 3:16

28

JULIUS ROBINSON, and  
DORA ROBINSON, his wife

LIBER

152 PAGE \*27

IN THE

Plaintiffs

vs

MAGOTHY HOMESTEAD CORPORATION  
ADAM F. HOFF, and  
ESTA LEE HOFF, his wife

Defendants

\*  
CIRCUIT COURT

\*  
FOR

\*  
ANNE ARUNDEL COUNTY

\*  
EQUITY NO. 13,996

\* \* \* \* \*

PETITION TO FILE AMENDED REPORT OF SALE

Eugene Hettleman, Trustee, respectfully represents to this Honorable Court as follows:

1. That the said Eugene Hettleman was duly appointed Trustee in the above entitled cause to make sale of the fee simple property in the proceedings in said cause; and that after giving bond with security for the faithful discharge of the trust, as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Capitol Gazette, a weekly newspaper published in Anne Arundel County, for more than three (3) weeks, consecutively, preceding the day of the sale, and in the Sunday Sun, the said Trustee did, pursuant to said notice on Tuesday, the 1st day of November, 1960 at 3:00 P.M., attend on the premises and then and there sold the said property, as an entirety to Katherine Korbein, Irene W. Korbein and Rose Sapperstein, for the sum of Nine Thousand Dollars (\$9,000.00), they having offered the greatest price therefore.

2. That on Petition and Assent by the said Eugene Hettleman, Trustee, it was ordered by this Honorable Court on the 3rd day of October, 1961, that Julius Robinson and Dora Robinson, his wife, be substituted as purchasers of the said properties in the place and stead of Katherine Korbein, Irene W. Korbein and Rose Sapperstein, the original purchasers.

3. That on the 3rd day of October, 1961, it was also Ordered, Adjudged and Decreed by this Honorable Court that the exceptions to the ratification of sale be dismissed and the sale

232 OCT 24 1961

29

be finally ratified and confirmed.

4. That, in the above mentioned reports of sale and the Deed conveying said property the lots were inadequately described.

WHEREFORE, your Petitioner prays that this Honorable Court grant an order allowing him to file an amended Report of Sale adequately describing said property sold in these proceedings.

Eugene Hettleman  
Eugene Hettleman, Trustee

STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY, that on this 25<sup>th</sup> day of September, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared EUGENE HETTMAN, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true and correct to the best of his information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Joseph Hettleman  
Notary Public

ORDER OF COURT

UPON the foregoing Petition and Affidavit, it is, this 25<sup>th</sup> day of October, 1962, by the Circuit Court for Anne Arundel County, In Equity,

ORDERED, that the said Eugene Hettleman, Trustee, be and he is hereby allowed to file an amended report of sale adequately describing said property sold in these proceedings.

OT Ban Dush  
JUDGE

FILED  
1962 OCT 25 PM 2:52

JULIUS ROBINSON, and  
DORA ROBINSON, his wife

LIBER

152 PAGE 29

IN THE

Plaintiffs

CIRCUIT COURT

vs

FOR

MAGOTHY HOMESTEAD CORPORATION  
ADAM F. HOFF, and  
ESTA LEE HOFF, his wife

ANNE ARUNDEL COUNTY

Defendants

EQUITY NO. 13,996

\* \* \* \* \*

AMENDED REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Eugene Hettleman, Trustee, appointed by the decree in the above entitled cause to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of the trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Capital Gazette, a weekly newspaper published in Anne Arundel County, for more than three (3) successive weeks preceding the sale, and in the Sunday Sun, the said Trustee, did pursuant to said notice, on Tuesday, the first day of November, 1960, at 3:00 P.M., attend on the premises and then and there sold the following property:

1. A PARCEL of land designated as "Community Beach" situate in the rear of Lots 118 to 132, inclusive, and another unnumbered parcel of land designated as "Community Beach" between Lots Nos. 185 and 186 and also Lot No. 185, all as shown on the Plat of Magothy Beach, which was recorded among the Land Records of Anne Arundel County in Plat Book W.M.B. No. 1, folio 44, in fee simple. As to said lots no warranty was made as to whether or not title is subject to the rights of user of others, or has been dedicated to public use.

2. BEING known and designated as Lots Nos. 300 to 317, inclusive; 335 to 352, inclusive; 488 to 501, inclusive; 564 to 570, inclusive; 728 to 736, inclusive; 788 to 791, inclusive; 806 to 808, inclusive; 890 to 895, inclusive; 904 to 910, inclusive; 131; 132; 328; 999;

1960 NOV 25 PM 3:00

1010; 1028; 1053; 1097 to 1109, inclusive; 1123 to 1154, inclusive; 458 to 467, inclusive; 867 to 871, inclusive; 842 to 846, inclusive; 505; 1038 to 1049, inclusive; all as shown on the Plat of Magothy Beach, which was recorded among the Land Records of Anne Arundel County in Plat Book W.M.B. No. 1, folio 44 (also Plat Book F.S.R. No. 4, folio 15), all in fee simple.

Said property was sold as an entirety to Katherine Korbein, Irene W. Korbein and Rose Sapperstein, for the sum of Nine Thousand Dollars (\$9,000.00), they having offered the greatest price therefore.

AND THAT on Petition and Assent by the said Eugene Hettleman, Trustee, it was ordered by this Honorable Court on the 3rd day of October, 1961, that Julius Robinson and Dora Robinson, his wife, be substituted as purchasers of the said properties in the place and stead of Katherine Korbein, Irene W. Korbein and Rose Sapperstein, the original purchasers.

Eugene Hettleman Trustee  
Eugene Hettleman, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE: to wit:

I HEREBY CERTIFY, that on this 25<sup>th</sup> day of September, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared, EUGENE HETTLEMAN, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Amended Report of Sale are true and correct to the best of his information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Joseph Hettleman  
Notary Public

JULIUS ROBINSON, and  
DORA ROBINSON, his wife

Plaintiffs

vs

MAGOTHY HOMESTEAD CORPORATION  
ADAM F. HOFF, and  
ESTA LEE HOFF, his wife

Defendants

IN THE  
CIRCUIT COURT  
FOR

ANNE ARUNDEL COUNTY  
EQUITY NO. 13,996

\* \* \* \* \*

DECREE

EUGENE HETTLEMAN, Trustee, having petitioned this court for leave to file Amended Reports of Sale to correct inadequate property description in the above named cause; and upon order of this Honorable Court dated the 25<sup>th</sup> day of October, 1962, said amended reports having been filed herein.

IT IS THEREUPON THIS 26<sup>th</sup> day of October, 1962, by the Circuit Court for Anne Arundel County in Equity ordered, adjudged and decreed that the sales heretofore reported by Eugene Hettleman, Trustee, in this cause be and the same are hereby finally ratified and confirmed.

OT Brown Duckett  
Judge

FILED OCT 28 1962

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF  
COTTAGE DEVELOPMENT CO., INC., RESEARCH FOUNDATION  
INC., MAGOTHY HOMESTRAD CORPORATION, ADAM F. HOFF  
AND ESTA LEE HOFF, Mortgagors

VS.

In the  
**Circuit Court**

For

**Anne Arundel County**

No. 13,996 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

FILED

503 JUN 10 PM 2:18

All of which is respectfully submitted.

*Arthur Anderson*  
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 28<sup>th</sup> day of February, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

*Ratified by Order of Court dated  
2-28-64 and filed 3-3-64.*  
Clerk  
Per: \_\_\_\_\_, deputy

FILED

1964 MAR -3 PM 12:53



Dr. Mortgaged Real Estate of Cottage Development Co. Inc.,  
Research Foundation Inc., Magothy Homestead Corporation,  
Adam F. Hoff and Esta Lee Hoff, Mortgagors

LIBER 152 PAGE 33

In Acct. with Eugene Hettleman, Trustee

Cr.

By	Amount of Sale, as per Trustee's Report of Sale filed 12/7/60			350	00		
By	Amount of Sale, as per Trustee's Amended Report of Sale filed 10/25/62			9,000	00		
						9,350	00
To	Trustee for fees, viz:	125	00				
To	Trustee for Commission, viz:	310	50				
				435	50		
To	Trustee for Court Costs, viz:						
	Plaintiff's Solicitor appearance fee	10	00				
	Defendant's Solicitor appearance fee	10	00				
	Shirley Miller, Stenographer	7	50				
	Clerk, Court Costs	48	75				
	Auditor, this account	22	50				
				98	75		
To	Trustee, for expenses, viz:						
	Capital-Gazette Press, Inc. Advertisement & Nisi - Sale	122	52				
	Sunpapers - Advertisement Sale	45	00				
	Fidelity & Casualty Co. Bond - 3 years	132	00				
	A.J. Billig & Co. - Auctioneers fee	310	00				
				609	52		
To	Julius Robinson & Dora Robinson, his wife, Assignees on account of Mortgage Claim	8,206	23				
				8,206	23		
						9,350	00
	Balance due on Mortgages as per claim filed	11,088	00				
	Interest, 6%, on principal balance \$9,900.00 from 9/10/60 to 12/10/62	1,336	50				
		12,424	50				
	Credit amount allowed above	8,206	23				
	This amount subject to decree in personam	4,218	27				

JULIUS ROBINSON, et ux	:	
	:	IN THE
V.	:	
	:	CIRCUIT COURT
MAGOTHY HOMESTEAD CORPORATION,	:	
et al	:	FOR
	:	
	:	ANNE ARUNDEL COUNTY
	:	
	:	NO. 13,996 EQUITY
	:	
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O R D E R

The Exceptions to the Report of Sale and the Petition to Set Aside Foreclosure having come on for hearing, testimony was taken and being submitted;

Whereupon, it is, this 28th day of February, 1964, by the Circuit Court for Anne Arundel County, ORDERED that the afore-said Exceptions be, and the same are hereby, overruled and the Petition to Set Aside Foreclosure of Mortgage dismissed.

The Auditor's Account is hereby ratified.

  
J U D G E

FILED

1964 MAR -3 PM 12:14

AND LOAN ASSOCIATION : IN THE  
VS. : CIRCUIT COURT  
CALVIN F. BERRY and : FOR  
RONNIE M. BERRY, his wife : ANNE ARUNDEL COUNTY  
: (IN EQUITY)

: : : : : :

No. 15,146 Equity

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the plaintiff respectfully represents:

That on the 20th day of February, 1959, A.D., the defendants executed and delivered to Fairview Federal Savings and Loan Association a mortgage upon certain fee simple property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of \$9,500.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That said mortgage is in default inasmuch as the mortgagors are sixty (60) days in arrears in the payment of principal, interest and expenses as contracted for in said mortgage.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.



Paul Keall

Attorney for Plaintiff

**Mortgage**PETITIONER'S EXHIBIT NO. 1  
Fairview Federal Savings  
and Loan Association  
VS. Calvin F. Berry and  
Bonnie M. Berry, his wife

No. 15, 146 Equity

THIS MORTGAGE, Made this 20th day of February, in the year  
Nineteen Hundred and Fifty-nine, by and between Calvin F. Berry and Bonnie M. Berry,  
his wife,

of Baltimore City, in the State of Maryland, hereinafter called the  
Mortgagor, and FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate duly incorporated,  
hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom  
an advance or loan of **Ninety-five Hundred**  
Dollars (\$9,500.00), said advance or loan having been used in part payment of the purchase money  
for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed  
money in the said principal sum of **Ninety-five Hundred**  
Dollars (\$9,500.00), the said Mortgagor does hereby covenant to repay the same, with interest at the  
rate of **six** per centum (6%) per annum, computed monthly, unto the Mortgagee,  
or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal  
and interest) of **Eighty and 17/100** Dollars (\$80.17),  
plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other  
public charges and assessments, commencing on the first day of **March**, 19**59**, and  
continuing on the first day of each month thereafter until the principal and interest are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the  
payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every  
nature and description, ground rent, if any, insurance premiums and other charges affecting the herein-  
after described premises; and, (3) towards the payment of the aforesaid principal sum.

AND WHEREAS, this mortgage shall also secure future advances so far as is legally permissible at  
the date hereof.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum  
of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all that  
lot(s) of ground situate, lying and being in the **Third District of Anne Arundel County**,  
State of Maryland, and particularly described as follows:

BEING all that lot of ground situate on the southside of Forest Drive, which  
lot is more particularly described in a deed from Mildred McKewen, Dolores M. Watkins  
and Thomas O. McKewen to the herein named Mortgagors, dated of even date herewith, and  
recorded or intended to be recorded among the Land Records of Anne Arundel County  
immediately prior hereto, to which deed reference is hereby made for the purpose of  
incorporating herein the description therein contained in as full and complete a  
manner as if incorporated verbatim herein.

FILED

1962 AUG 15 AM 9:39

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto and to the use of the said Mortgagee, its successors and assigns, forever, in fee simple.

Provided, that if the said Mortgagor, his, her or their heirs, personal representatives, successors and assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

And the said Mortgagor does further covenant and agree:

1. To repay the indebtedness, together with interest, as herein provided.
2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amount required by the Mortgagee, its

successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

3. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.

5. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

6. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.

8. That the mortgage loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, one hundred and eighty (180) days' advance interest on the amount prepaid may be charged as a consideration for the acceptance of such prepayment.

9. To pay a "late charge" not to exceed four percentum (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

10. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

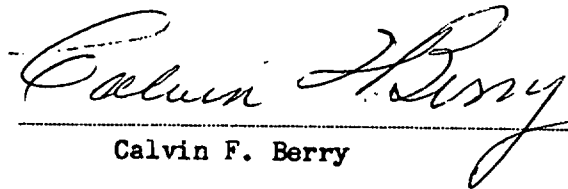
AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, personal representatives, successors and assigns, may retain possession of the hereby mortgaged property.

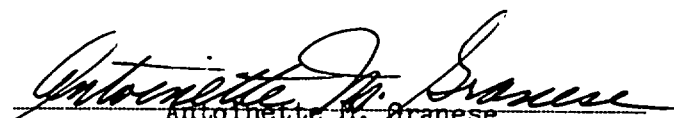
AND the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or Harry A. Kohlerman or John O. Dumler, its duly authorized Attorneys, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Seventy-five Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

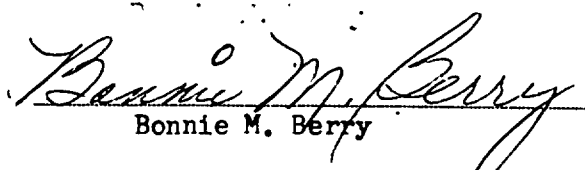
The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

WITNESS:

  
Calvin F. Berry (SEAL)

  
Antoinette M. Granese (SEAL)

  
Bonnie M. Berry (SEAL)

(SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

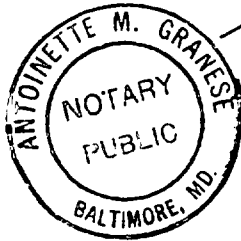
I HEREBY CERTIFY, That on this 20th day of February, 19 59, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Calvin F. Berry and Bonnie M. Berry, his wife,

the above-named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act:

At the same time also personally appeared ~~John K. Korman~~ Harry L. Schrader, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year aforesaid.

1050



*Antoinette M. Granes*  
Antoinette M. Granes, Notary Public

My commission expires May 4, 1959

Rec'd for record Feb. 22, 1959 at 12:40 P.M.

Mailed to Kohlerman & Dumlér

*ANNE ARUNDEL COUNTY*

**Mortgage**

9151

FROM

CALVIN F. BERRY

AND WIFE

TO

FAIRVIEW FEDERAL SAVINGS  
AND LOAN ASSOCIATION

RECORDED  
FEB 27 1959  
1276-348

*Kohlerman & Dumlér*  
KOHLERMAN AND DUMLER  
Attorneys at Law  
Baltimore, Maryland  
1406 FIDELITY BUILDING

File No. 4092-T

Property:

Lot 161 Shoreacres  
Forest Drive  
Description approved

Execution approved

*[Signature]*

FAIRVIEW FEDERAL SAVINGS

AND LOAN ASSOCIATION

VS.

CALVIN F. BERRY and

PONNIE M. BERRY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY  
(IN EQUITY)

No. 15, 146 Equity

: : : : : :

## MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Harry L. Schrader, President of Fairview Federal Savings and Loan Association and made oath in due form of law that he knows the defendant herein, and that to the best of his information, knowledge and belief:

1. said defendant is not in the military service of the United States,
2. said defendant is not in the military service of any nation allied with the United States,
3. said defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,
4. said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

*Harry L. Schrader*  
Harry L. Schrader, President, Affiant  
Fairview Federal Savings & Loan Assn.

SUBSCRIBED AND SWORN TO BEFORE ME

THIS DAY OF AUGUST, 1962

*Antoinette M. Grarese*  
Notary Public

My commission expires May 6, 1963



1962 AUG 15 PM 5:00



FAIRVIEW FEDERAL SAVINGS :

AND LOAN ASSOCIATION :

VS. :

CALVIN F. BERRY and :

RONNIE M. BERRY, his wife :

:

: : : : :

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

(IN EQUITY)

*No. 15,146 Equity*

## STATEMENT OF MORTGAGE DEBT

Amount of Mortgage dated February 20, 1959	\$ 9,500.00
Less payments thereon	<u>778.05</u>
Balance as of August 31st, 1962	\$ 8,721.95

STATE OF MARYLAND, CITY OF BALTIMORE, SCT.

I HEREBY CERTIFY, That on this 6th day of August, in the year nineteen hundred and sixty-two, before me, a Notary Public of the State of Maryland, in and for City of Baltimore, personally appeared Jerome C. Neuman, Executive Vice President of Fairview Federal Savings and Loan Association, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS witness my hand and Notarial Seal,



*Antoinette M. Granese*  
 Antoinette M. Granese Notary Public

My commission expires May 6, 1963

1962 AUG 15 PM 9:39

AND LOAN ASSOCIATION

CALVIN F. BERRY and

⋮ ⋮ ⋮ ⋮ ⋮ ⋮ ⋮

CIRCUIT COURT

ANNE ARUNDEL COUNTY

No. 15, 146. Equity

It, is, Thereupon, This 16<sup>th</sup> day of August, in the year nineteen hundred and sixty-two, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Paul Beall and James H. Whitney be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: they shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by themselves and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Nine Thousand Five Hundred Dollars (\$9500.00), conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future Decree or Order in the premises: they shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the County of Anne Arundel, as they shall think proper, of the time, place, manner and terms of sale, which shall be for cash, and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this court a full and particular account of their proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustees shall by a good and sufficient Deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustees shall bring into this court the money arising from said sale, to be distributed under the direction of this Court after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust; provided that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

\$9,500.00

B. Bonnie Duckett

SECRET

1562 AUG 16 PM 12:03

8

## Fidelity and Deposit Company

LIBER 152 PAGE 43

HOME OFFICE

OF MARYLAND

BALTIMORE 3

SER 11 PAGE 445

No. 15,146 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Paul Beall and James H. Whitney, 1406 Fidelity Building,  
Baltimore, Maryland  
 and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws  
 of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and  
 just sum of Nine Thousand Five Hundred and 00/100 (\$9,500.00) Dollars,  
 to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind  
 ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally,  
 firmly by these presents.

Sealed with our seals and dated this 17th day of September  
 in the year of our Lord one thousand nine hundred and Sixty-two

WHEREAS, the above bounden Paul Beall and James H. Whitney  
 by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County  
 has been appointed Trustee to sell certain property

mentioned in the proceedings in the case of Fairview Federal Savings and Loan Association

vs:

Calvin F. Berry & Bonnie M. Berry, his wife  
 now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden  
Paul Beall and James H. Whitney

do and shall well and faithfully perform the trust reposed in them by said decree, or that may  
 be reposed in them by any future decree or order in the premises, then the above obligation  
 to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

Romana B. Shomer

Paul Beall

(SEAL)

Paul Beall

James H. Whitney

(SEAL)

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Hilda V. Hunter

Hilda V. Hunter

As to Surety

By Joseph C. McHugh

Joseph C. McHugh

Attorney-in-Fact

1962 SEP 18 AM 9:33

Bond approved this 18<sup>th</sup> day of September, 1962

Louis V. Phypers, Clerk

KOHLERMAN AND DUMLER

Solicitors  
1406 Fidelity Building  
Baltimore 1, Md., and

## Trustee's Sale

Of Valuable Fee Simple  
Property

Lot 161 Shoreacres

Anne Arundel County

By virtue of a decree of the Circuit Court for Anne Arundel County, (No. 15,146), the undersigned, Trustees, will sell at public auction on the premises, on

Friday,

September 21, 1962

at 3:00 O'clock P.M.

ALL THAT LOT OF GROUND AND IMPROVEMENTS thereon situate in Anne Arundel County, Third District, and described as follows:

BEGINNING for the same on the southside of Forest Drive at the distance of fifty-six feet two and three-eighths inches easterly from a bend in Forest Drive and at the northeast corner of Lot 160 as laid out on the Plat of Shore Acres, hereinafter referred to; thence easterly along the southside of Forest Drive fifty-nine feet to the southwest side of Lot 162; thence southeasterly along the southwest side of Lot 162, one hundred seventy-five feet, more or less, to the waters of Lake Placid; thence southwesterly along the waters of Lake Placid, fifty feet, more or less, to the northeast side of Lot 160; thence northwesterly along the northeast side of Lot 160, two hundred ten feet to the place of beginning. Being Lot 161, Shore Acres. The improvements consists of a frame dwelling.

To Shore Acres Road, then go three (3) miles to a fork, bear left follow road one (1) mile to Lake Drive, turn left at Lake Drive and go two (2) blocks on this road to Forest Drive, a dead end street, last house on this dead end street. The name Brown is on Mail Box.

TERMS OF SALE: Cash. A deposit of \$500.00 at time of sale, balance due in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, water rent and all other public charges, including special paving taxes, if any to be adjusted to date of sale.

PAUL BEALL

JAMES H. WHITNEY,

Trustees

E. T. NEWELL & CO., INC.

Auctioneers

S-20

OFF OF

## Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

### CERTIFICATE OF PUBLICATION

Annapolis, Md., *September 29, 1962*

We hereby certify, that the annexed

*Trustee's Sale*

*Lot 161 Shoreacres*

was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for *4*

successive weeks before the *21st*

day of *September*, 19*62*. The first

insertion being made the *30th* day of

*August*, 19*62*.

THE CAPITAL-GAZETTE PRESS, INC.

1562 BY P-28 *Paul Beall*

LIBER 152 PAGE 44

No. 10

STATEMENT OF MORTGAGE CLAIM

FAIRVIEW FEDERAL SAVINGS AND

LOAN ASSOCIATION

vs.

CALVIN F. BERRY and

BONNIE M. BERRY, his wife

IN THE

CIRCUIT COURT

FOR  
~~THE~~

ANNE ARUNDEL COUNTY  
~~RECORDS DEPARTMENT~~  
(IN EQUITY)

Docket 20-301, Case # 15146

LIBER 152 PAGE 45

AMENDED STATEMENT OF MORTGAGE DEBT

Amount of Mortgage dated February 20, 1959	\$ 9,500.00
Less payments thereon	<u>1,607.75</u>
Balance as of October 31, 1963	7,892.25

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

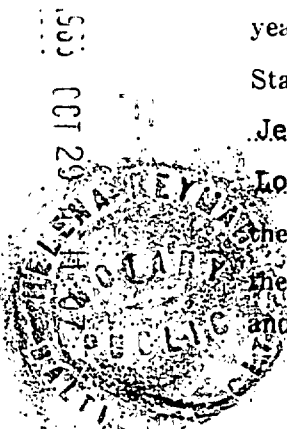
I HEREBY CERTIFY, That on this twenty-fifth day of October, in the year nineteen hundred and sixty-three, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Jerome C. Neuman, Executive Vice-President of Fairview Federal Savings and Loan Association, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

My commission expires May 3, 1965

Helena Reyman

Notary Public.



KOHLERMAN AND DUMM  
Solicitors  
1406 Fidelity Building  
Baltimore, Maryland 21201

## Trustee's Sale

Of Valuable Fee Simple  
Property

LOT 161, SHOREACRES  
ANNE ARUNDEL COUNTY

By virtue of a decree of the  
Circuit Court for Anne Arundel  
County (No. 15,146), the under-  
signed Trustees will sell at pub-  
lic auction on the premises, on

Mon., Dec. 2nd, 1963  
at 2:00 O'clock P.M.

ALL THAT LOT OF GROUND  
AND IMPROVEMENTS thereon,  
situate in Anne Arundel County,  
Third District, and described as  
follows:

BEGINNING for the same on  
the south side of Forest Drive;  
the distance of fifty-six feet to  
and three-eighths inches easterly  
from a bend in Forest Drive;  
and at the northeast corner  
Lot 160 as laid out on the Plat  
of Shoreacres, hereinafter re-  
ferred to; thence easterly along  
the southside of Forest Drive  
fifty-nine feet to the southwest  
side of Lot 162; thence south-  
easterly along the southwest  
side of Lot 162, one hundred  
seventy-five feet, more or less,  
to the waters of Lake Placid;  
thence southwesterly along the  
waters of Lake Placid, fifty  
feet, more or less, to the north-  
east side of Lot 160; thence  
northwesterly along the north-  
east side of Lot 160, two hun-  
dred ten feet to the place of be-  
ginning. Being Lot 161, Shore-  
acres, Plat recorded among the  
Land Records of Anne Arundel  
County in Plat Book 7, folio 19.  
The improvements consist of a  
FRAME DWELLING.

To Shoreacres Road, then go  
three (3) miles to a fork bear  
left, follow road one (1) mile to  
Lake Drive, turn left at Lake  
Drive and go two (2) blocks on  
this road to Forest Drive, a  
dead end street, last house on  
this dead end street. The name  
Brown is on Mail Box.

The property will be sold sub-  
ject to conditions, restrictions  
and agreements of record af-  
fecting same, if any.

TERMS OF SALE: Cash A  
deposit of \$500.00 at time of  
sale, balance due in cash upon  
final ratification of sale by the  
Circuit Court for Anne Arundel  
County, interest to be paid on  
unpaid purchase money from  
date of sale to date of settle-  
ment. Taxes, water rent and all  
other public charges, including  
special paving taxes, if any, to  
be adjusted to date of sale.

PAUL BEALL  
JAMES H. WHITNEY  
Trustees

E. T. NEWELL AND CO., INC.  
Auctioneers  
N-25

OFFICE OF

15, 146

## Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., November 26, 1963

We hereby certify, that the annexed

Trustee's Sale

Ex 15, 146

Lot 161, Shoreacres

was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 22nd

day of December, 1963. The first

insertion being made the 7th

November, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

503 NOV 27 AM 10:19

By H. Kilgus

LIBER 152 PAGE 46

REPORT OF SALE

LIBER 152 PAGE 47  
IN THE

FAIRVIEW FEDERAL SAVINGS AND LOAN

ASSOCIATION

vs.

CALVIN F. BERRY and

BONNIE M. BERRY, his wife

CIRCUIT COURT

FOR  
~~XIX~~

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

(IN EQUITY)

Docket 20-301, Case # 15146

To The Honorable Judge of the

Circuit Court of Baltimore City

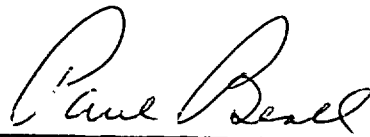
FOR ANNE ARUNDEL COUNTY:

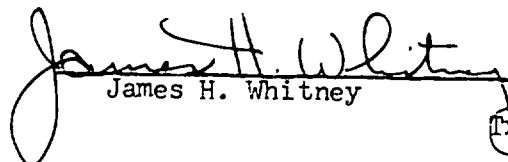
The Report of Sale of Paul Beall and James H. Whitney,  
Trustee s appointed by the decree in the above entitled cause, to make sale of  
Lot 161, Shoreacres,

in the proceedings in said cause mentioned, respectfully shows, that after giving bond with  
security for the faithful discharge of their trust as prescribed by said decree, which was  
duly approved, and having given notice of the time, place, manner and terms of sale, by ad-  
vertisements inserted in

The Capital-Gazette

a weekly ~~daily~~ newspaper published in ~~Baltimore City~~ Anne Arundel County for more than  
three successive weeks preceding the day of sale, said Trustee s  
did pursuant to said notice on Monday the second day of December, 1963,  
at two o'clock P.M. attend on the premises and then and there sold Lot 161,  
Shoreacres, unto James W. Steele and Sharon D. Steele, his wife, at and for  
the sum of Six Thousand Five Hundred Dollars (\$6,500.00), they having offered  
the highest price therefor.

  
Paul Beall

  
James H. Whitney  
Trustees

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this third day of December, 1963  
before me, the subscriber, a Notary Public of the State of Maryland, in and for the City  
of Baltimore aforesaid, personally appeared Paul Beall and James H. Whitney,

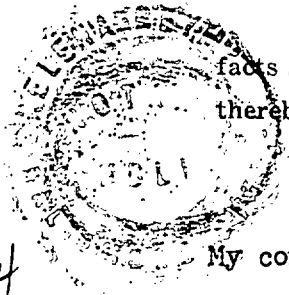
Trustees , and made Oath that the  
facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale  
thereby reported was fairly made.

As witness my hand and Notarial Seal,

My commission expires May 3, 1965

  
Helena Reymann, Notary Public.

503  
DEC-4 11:10:04  
FILED



14

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

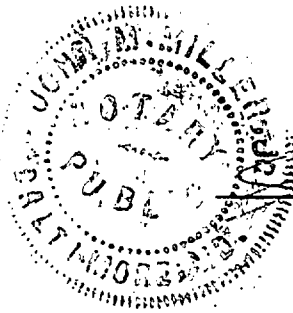
I HEREBY CERTIFY that on this 2nd day of  
December, 1963, before me, the subscriber, a  
Notary Public of the State of Maryland, in and for the  
City of Baltimore aforesaid, personally appeared  
Shirley E. Stule, purchaser at the  
foreclosure sale in this cause, and made oath in due  
form of law (that she is the purchaser and purchased  
the same as principal and not as agent for anyone)  
(~~that he is the agent for the purchaser,~~  
                    ),) and that she has not  
directly or indirectly discouraged anyone from bid-  
ding for the said property mentioned in the said  
Report of Sale.

Mrs. Sharon D. Steele (SEAL)  
Purchaser

Mr. James W. Steele

Per. Mrs. Sharon D. Steele

Notary Public



FILED

1963 DEC -4 AM 10:04

138



# ORDER NISI

LIBER 152 PAGE 49

FAIRVIEW FEDERAL SAVINGS AND LOAN  
ASSOCIATION

versus

CALVIN F. BERRY AND  
BONNIE M. BERRY, HIS WIFE

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,146

Equity

Ordered, this 4th day of December, 1963, That the sale of the property in these proceedings mentioned made and reported by Paul Beall and James H. Whitney, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of January next.

The report states that the amount of sale was \$ 6,500.00

Louis H. Phipps Clerk.

True Copy,

TEST: Clerk.

Paul Beall, Atty.  
(Final Order)

For: MARYLAND GAZETTE Dec. 12th Edition

FAIRVIEW FEDERAL SAVINGS AND LOAN  
ASSOCIATION

versus

CALVIN F. BERRY AND  
BONNIE M. BERRY, HIS WIFE

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of January, 1964 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sacher  
JUDGE.

FILED

1964 JAN 15 AM 10:39

15

# Order No.

IN THE CIRCUIT COURT FOR  
ANNE ARUNDEL COUNTY  
No. 15.146 Equity

Fairview Federal Savings and  
Loan Association

versus

CALVIN F. BERRY and  
BONNIE M. BERRY, his wife

Ordered, this 4th day of De-  
cember, 1963, That the sale of  
the property in these proceed-  
ings mentioned made and re-  
ported by Paul Beall and James  
H. Whitney, Trustees BE-  
RATIFIED AND CONFIRMED,  
unless cause to the contrary  
thereof be shown on or before  
the 13th day of January next;  
Provided, a copy of this Order  
be inserted in some newspaper  
published in Anne Arundel  
County, once in each of three  
successive weeks before the 13th  
day of January next.

The report states that the  
amount of sale was \$6,500.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk  
J-2

OFFICE OF

## Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 152 PAGE 50

### CERTIFICATE OF PUBLICATION

Annapolis, Md., January 8, 1964

We hereby certify, that the annexed

Order nisi Sale  
Eq. 15, 146  
Calvin F. Berry

was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 13th

day of January, 1964. The first

insertion being made the 12th day of

December, 1963.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1964 JAN -9 AM 10:44  
No. M. C. 194-2

By H. Tidghman

In the Case of

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

VS.

CALVIN F. BERRY and

BONNIE M. BERRY, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,146

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.

*Arthur A. Anderson*  
Auditor

FINAL ORDER

ORDERED BY THE COURT, this 3rd day of March, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

*Louis N. Phipps*

Clerk

Per: *L.H. Murphy*, deputy

1964 MAR -3 11:02

18

Dr. Mortgaged Real Estate of Calvin F. Berry &  
Bonnie M. Berry, his wife

LIBER 152 PAGE 52

In Acct. with Paul Beall & James H. Whitney, Trustees

Cr.

By	Amount of Sale as per Trustee's Report of Sale fd.			6,500	00		
By	Interest, 6%, on deferred payment \$6,000.00 from 12/2/63 to 1/27/64			60	00		
By	Adjustment, 1963 taxes, 12/2/63 to 12/31/63			10	75		
						6,570	75
To	Trustees for fee, viz:	75	00				
To	Trustees, for commission, viz:	225	00				
				300	00		
To	Trustees, for court costs, viz:						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	29	75				
	Auditor, this account	22	50				
				62	25		
To	Trustees, for expenses, viz:						
	Capital-Gazette Press, Inc., adv. & Nisi - sale	95	00				
	Sunpapers, adv. - sale	18	70				
	Fidelity & Deposit Co. - bond	76	00				
	E.T. Newell & Co., Inc. - auctioneers fee	222	50				
	$\frac{1}{2}$ Federal & State Revenue Stamps	11	72				
				423	92		
To	Fairview Federal Savings & Loan Association, Mortgagee, on account of Mortgage claim	5,784	58				
				5,784	58		
						6,570	75
	Balance due on Mortgage, as per claim filed	7,892	25				
	Interest, 6%, thereon from 10/31/63 to 2/27/64	157	84				
		8,050	09				
	Credit, amount allowed above	5,784	58				
	This amount subject to decree in personam	2,265	51				

~~PETITION FOR FORECLOSURE~~

LIBER 152 PAGE 53

IN THE

CIRCUIT COURT

OF  
FOR

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

MARYLAND NATIONAL BANK, formerly  
COUNTY TRUST COMPANY OF MARYLAND  
~~Glen Burnie Branch~~  
Glen Burnie, Md.VS.

HENRY KIRK  
19 West Preston Street  
Baltimore 1, Maryland

PETITION FOR FORECLOSURE

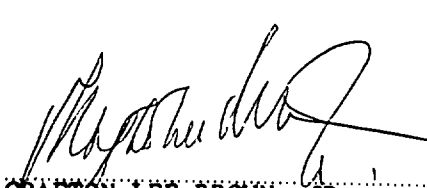
To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 1st day of July A. D. 1960 the defendant executed and delivered to Maryland National Bank, formerly County Trust Company of Maryland, County of Anne Arundel a mortgage upon certain fee simple property in the City of Baltimore, therein described, to secure the payment of the mortgage debt of \$ 16,000.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition. Default has now occurred thereunder.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

  
GRAFTON LEE BROWN, JR.  
Attorney for Plaintiff  
1 Central Avenue, S.W.  
Glen Burnie, Maryland Attorney for Plaintiff  
Southfield 6-8370

FILED

1963 NOV -8 PM 3:06

LIBER 152 PAGE 54  
BOOK 1404 PAGE 358

**This Mortgage,** Made this 1st day of July, in the year one thousand, nine hundred and sixty, between HENRY KIRK single

(By Robert S. Kirk, acting for and on behalf of Henry Kirk under a Power of Attorney dated June 20, 1960 and recorded among the Land Records of Anne Arundel County immediately prior hereto.) Anne Arundel County of \_\_\_\_\_, in the State of Maryland, Mortgagor, and

COUNTY TRUST COMPANY OF MARYLAND

a body corporate, duly incorporated under the

laws of Maryland, Mortgagee.

WHEREAS, said Mortgagor stands bona fide indebted to the Mortgagee in the full and just sum of Sixteen thousand Dollars (\$16,000.00) for money this day loaned by the Mortgagee to the Mortgagor, which sum is due and payable eight (8) years after the date hereof with interest thereon at the rate of six per cent (6%) per annum, principal and interest being payable at the office of the Mortgagee in Glen Burnie, Maryland, or at such other place as the holder hereof may designate in writing, and the Mortgagor covenants to pay unto the Mortgagee no lesser amount than Two hundred ten Dollars and Twenty-seven Cents (\$210.27) per month, on or before the first day of each and every month, during the aforesaid term of this mortgage and the said installments may be applied by the Mortgagee in the following order: (1) to the payment of interest, and (2) towards the payment of the aforesaid principal sum, or in any other way the Mortgagee may elect.

AND WHEREAS, at the time of making said loan, and as a condition precedent thereto, it was agreed by and between the parties hereto that the repayment of the same and of the interest to become due thereon and of all taxes assessments, public dues and charges levied or to be levied by law on the property hereby mortgaged and on the mortgage debt or debts created or secured by this mortgage, and the payment of premiums for fire or other hazard insurance herein provided shall be secured by the execution hereof.

AND it is further agreed that the said Mortgagor may have the privilege of paying any additional amount in excess of the stipulated payments.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all \_\_\_\_\_ those \_\_\_\_\_ lot of ground situate and lying in

THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, in said State, and described as follows:

BEING KNOWN and DESIGNATED as Lots nos. 26, 27, and 28, Section C as shown on the revised Plat #3 of Manhattan Beach, said Plat being recorded among the Plat records of Anne Arundel County in Plat Book #3 folio 39.

BEING the same lots of ground conveyed by Deed dated July 11, 1958, from William L. Eder to Henry Kirk, which Deed is recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1219, folio 179.



FILED  
1963 NOV -8 PM 3:06

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lots of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple; ~~for all the term and residue of the term of years yet to come, and unexpired therein, with the right and benefit of renewal and extension forever, subject to the payment of the yearly rent of \$~~

Provided, however, if the said Mortgagor, his heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this mortgage shall be void.

And the said Mortgagor, for himself, his heirs and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the mortgagor, his heirs and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt ~~incurred~~ herein and bear interest at

the rate of Six per cent. (6 %) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor, his heirs and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor, his heirs and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagees written consent, or should the same be encumbered by the Mortgagor, his heirs and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or James W. Blackhurst or Grafton Lee Brown, Jr., its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of One hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs or assigns, or to whoever may be entitled to the same.

The said Mortgagor covenants that ~~they~~ he will warrant specially the property hereby conveyed, and that ~~they~~ he will execute such further assurances as may be requisite.

WITNESS the hand and seal of the said Mortgagor.

BOOK 1404 PAGE 360

WITNESS:

Grafton Lee Brown, Jr.

Henry Kirk (SEAL)

By Robert S. Kirk (SEAL)

ROBERT S. KIRK

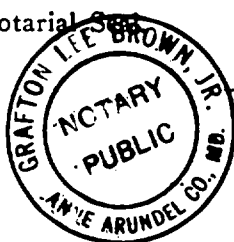
(SEAL)

(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 1st day of July, 1960, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Robert S. Kirk for and on behalf of Henry Kirk, single, acting under Power of Attorney dated June 20, 1960 and recorded among the Land Records of Anne Arundel County and he acknowledged the foregoing mortgage to be his act and the act of the said Henry Kirk also appeared Edwin C. Adkins Vice, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial



Grafton Lee Brown, Jr.

Notary Public.

Rec'd for record July 6, 1960 at 9:22 AM  
Mailed to Blackhurst + Brown

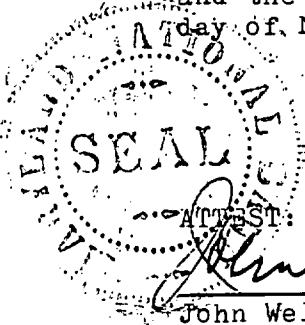


Maryland National Bank successor to County Trust Company of Maryland hereby assigns the within mortgage to James W. Blackhurst, Attorney, for purpose of instituting foreclosure proceedings.

As witness the Corporation Seal of Maryland National Bank and the signature of its duly authorized officer this 27th day of November 1962 A. D.

MARYLAND NATIONAL BANK  
BY: *Edwin C. Adkins*

Edwin C. Adkins, Vice Pres.



*John Weller*  
John Weller, Branch Cashier

# MORTGAGE

FROM

HENRY KIRK, single

TO

COUNTY TRUST COMPANY OF MARYLAND

BLOCK NO. \_\_\_\_\_

Received for Record \_\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M. Same day recorded in  
Liber \_\_\_\_\_ No. \_\_\_\_\_ Folio \_\_\_\_\_  
one of the \_\_\_\_\_ Records of \_\_\_\_\_  
and examined per \_\_\_\_\_  
1960 JUL 6  
& RECORDED  
NO 1404 FOLIO 610  
GEO. F. CROMWELL, CLERK

Clerk.

Cost of Record, \$ 7.00

BLACKHURST & BROWN

Attorneys at Law  
1 CENTRAL AVENUE, S.W.  
GLEN BURNIE, MD.

MARYLAND NATIONAL BANK, formerly  
COUNTY TRUST COMPANY OF MARYLAND  
Glen Burnie Branch  
Glen Burnie, Maryland

vs.

HENRY KIRK  
19 West Preston Street  
Baltimore 1, Maryland

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

\*\*\*\*\*

MILITARY AFFIDAVIT

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:-

I HEREBY CERTIFY, That, before me, the subscriber, a Notary Public,  
of said State, in and for the said County, personally appeared

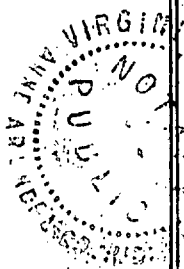
George B. Hankins, Vice President, and made oath in due form  
of law that he knows the defendant herein, and that to the best of his  
information, knowledge and belief-----

- 1) said defendant is not in the military service of the United States,
- 2) said defendant is not in the military service of any nation allied  
with the United States,
- 3) said defendant has not been ordered to report for induction  
under the Selective Training and Service Act of 1940 as amended.
- 4) said defendant is not a member of the Enlisted Reserve Corps  
who have been ordered to report for military service.

George B. Hankins  
George B. Hankins, Vice Pres Affiant.

Subscribed and sworn to before me

this 7<sup>th</sup> day of November, 1963



Virginia G. Zebrauskas  
Notary Public  
VIRGINIA G. ZEBRAUSKAS  
My Commission Expires May 3, 1965

FILED

1963 NOV -8 PM 3:06

MARYLAND NATIONAL BANK, formerly	*	
COUNTY TRUST COMPANY OF MARYLAND	*	IN THE CIRCUIT COURT
Glen Burnie Branch	*	
Glen Burnie, Maryland	*	FOR
	*	ANNE ARUNDEL COUNTY
vs.	*	
HENRY KIRK	*	
19 West Preston Street	*	
Baltimore 1, Maryland	*	

\*\*\*\*\*

STATEMENT OF MORTGAGE DEBT

Mortgage balance.....	\$ 10,563.13
Advanced for Taxes and Insurance.....	743.94
Interest to November 8, 1963.....	<u>130.04</u>
Total.....	\$ 11,437.11

Interest accrues at the rate of Six per cent (6%) or 1.89 per day,  
from November 8, 1963.

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, That on this 7<sup>th</sup> day of November, 1963,  
before me, the subscriber, a Notary Public, in and for the State and County  
aforesaid, personally appeared GEORGE B. HANKINS, Vice President of MARYLAND  
NATIONAL BANK, in the above entitled cause, and made oath that the fore-  
going is a true statement of the amount of the mortgage claim under the  
mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

My Commission Expires May 3, 1965

VIRGINIA G. ZEBRAUSKAS

Notary Public

FILED

1965 NOV -8 PM 3:06

DECREE FOR SALE OF MORTGAGE PREMISES

LIBER 152 PAGE 60  
IN THE

MARYLAND NATIONAL BANK, formerly

COUNTY TRUST COMPANY OF MARYLAND

vs.

HENRY KIRK  
19 West Preston Street  
Baltimore 1, Maryland

CIRCUIT COURT

~~FOR~~  
FOR  
~~BALTIMORE CITY~~  
ANNE ARUNDEL COUNTY

No. 15,976 Equity

TERM, 19

DECREE FOR SALE OF MORTGAGE PREMISES

The Petition and Exhibit in the above cause having been submitted, the proceedings there-  
in were by the Court read and considered:

It, is, Thereupon, This 12<sup>th</sup> day of November, in the year  
nineteen hundred and ~~sixty~~ sixty-three, by the Circuit Court of Anne Arundel County,  
ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings  
mentioned be sold, at or after any one of the periods limited in the mortgage filed for the for-  
feiture of said mortgage; that Grafton Lee Brown, Jr.

be and he is hereby appointed Trustee to make said sale, and  
that the course and manner of the proceedings shall be as follows: he  
shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by  
himself and a corporate surety or sureties to be approved by this Court, or by the

Clerk thereof, in the penalty of Sixteen thousand Dollars, conditioned  
for the faithful performance of the trust reposed in him by this decree, or to be  
reposed in him by any future Decree or Order in the premises: he shall  
then proceed to make the said sale, having given at least three weeks' notice by advertise-  
ment, inserted in such ~~one~~ weekly newspaper or newspapers published in the ~~County~~ Anne Arundel County, as

he shall think proper, of the time, place, manner and terms of sale, which  
shall be cash, deposit of \$1,500.00 at time of sale, balance in cash upon final ratification  
or sale by the Court, the credit payment to bear interest from the day of sale; and as soon as  
may be convenient after any such sale or sales, the said Trustee shall return to this Court a

full and particular account of the  
proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fair-  
ness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the  
whole purchase money (and not before), the said Trustee shall by a good and sufficient deed,

to be executed, acknowledged and recorded, according to law, convey to the purchaser or pur-

chasers, his, her or their heirs and assigns, the property

and estate to him, her or them sold, free, clear and discharged from all claim of the parties  
hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them.

And the said Trustee shall bring into this Court the money arising from said sale, to be dis-  
tributed under the direction of this Court, after deducting the cost of this suit, and such com-  
mission to the said Trustee as this Court shall think proper to allow in consideration of the  
skill, attention and fidelity wherewith he shall appear to have discharged

his trust; provided, that before the sale herein before decreed shall be made, a state-  
ment of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

*[Signature]*  
*[Signature]*

FILED

1963 NOV 13 AM 11:58

# GLOBE INDEMNITY COMPANY

A New York Corporation

New York, N. Y.

LIBER 152 PAGE 61

EXECUTIVE OFFICE:  
150 WILLIAM STREET  
NEW YORK 38, NEW YORK  
A STOCK COMPANY



BOOK 12 PAGE 243

Equity #15,976

Bond No. 430830

## BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Grafton Lee Brown, Jr. of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Sixteen Thousand and 00/100 Dollars (\$16,000.00) - - - - - current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 26th day of November, 19 63.

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled Maryland National Bank vs. Henry Kirk dated November 12, 1963, Grafton Lee Brown, Jr. was appointed Trustee to make sale of the property described in said proceedings, and the said Grafton Lee Brown, Jr. is about to execute said power and make sale of the property described in said proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden does and shall well and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of said property, or to the proceeds thereof, then the Obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Ethel M. Carle  
Ethel M. Carle

Grafton Lee Brown, Jr. (SEAL)  
Grafton Lee Brown, Jr. PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate  
By John H. Hopkins, IV  
John H. Hopkins, IV, Attorney-in-fact

SURETY

Bond approved this 27th day of November, 1963

Louis N. Phipps, Clerk

FILED

NOV 27 AM 9:30

MARYLAND NATIONAL BANK, formerly  
COUNTY TRUST COMPANY OF MARYLAND  
Glen Burnie Branch  
Glen Burnie, Maryland

vs.

HENRY KIRK  
19 West Preston Street  
Baltimore 1, Maryland

IN THE CIRCUIT COURT  
FOR  
ANNE ARUNDEL COUNTY  
EQUITY NO. 15,976

\*\*\*\*\*

AMENDED STATEMENT OF MORTGAGE DEBT

Mortgage balance.....	\$ 10,563.13
Advanced for Taxes and Insurance.....	1,048.74
Interest to December 9, 1963.....	<u>174.31</u>
Total.....	\$ 11,786.18

Interest accrues at the rate of Six per cent (6%) or \$1.94 per day, from  
December 9, 1963.

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, That on this 9<sup>th</sup> day of December, 1963,  
before me, the subscriber, a Notary Public, in and for the State and County  
aforesaid, personally appeared GEORGE B. HANKINS, Vice President of MARYLAND  
NATIONAL BANK, in the above entitled cause, and made oath that the fore-  
going is a true statement of the amount of the mortgage claim under the  
mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

*Patricia B. Collier*

Patricia B. Collier

Notary Public

FILED

1963 DEC 10 PM 12:40

Grafton Lee Brown, Jr., Trustee  
One Central Avenue, S.W.  
Glen Burnie, Maryland

LIBER 152 PAGE 63

# TRUSTEE'S SALE

OF VALUABLE

## FEE SIMPLE STORE FRONT

### Property With Three Apartments

MANHATTAN BEACH  
SEVERNA PARK, MARYLAND  
THIRD ELECTION DISTRICT  
ANNE ARUNDEL COUNTY

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County in Equity, in a case numbered (Equity No. 15,976), Maryland National Bank, formerly County Trust Company of Maryland, vs. Henry Kirk, the undersigned Trustee will sell at Public Auction on the premises the fee simple property below described on

## Monday, December 16, 1963

AT 11:00 O'CLOCK A.M. (EST)

All that parcel of land situate, lying and being in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING known and designated as Lots Nos. 26, 27 and 28, Section C, as shown on the revised Plat No. 3 of Manhattan Beach, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book No. 3, Folio 39. In fee simple.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or any wise appertaining.

Taxes, Anne Arundel County Sanitary Charges, and other liens and charges to be adjusted to the date of sale.

TERMS OF SALE: A deposit of One thousand five hundred dollars (\$1,500) will be required at the time of sale, the balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County; interest to be paid on the unpaid purchase money from the date of sale to the date of settlement.


Grafton Lee Brown, Jr.,  
Trustee

FILED

E. T. Newell & Co., Inc.  
PL 2-3580

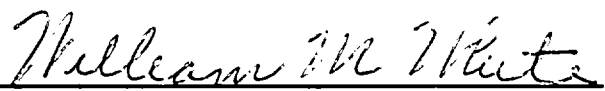
1963 DEC 17 AM 9:52

I HEREBY CERTIFY, That Maryland National Bank  
did this 16th day of December, 1963, purchase the within described  
property from Grafton Lee Brown, Jr., Trustee, at and for the sum of  
Twelve thousand dollars (\$12,000.00)-----  
and I hereby agree to comply with the terms of sale as said forth on  
the reverse side hereof, and I further certify that this sale was fairly  
made.

  
-----  
GEORGE B. HANKINS, VICE PRESIDENT OF  
MARYLAND NATIONAL BANK

I HEREBY CERTIFY, That I did sell at Public Auction on Monday,  
December 16, 1963, 11:00 a.m. the property described on the reverse  
side of this handbill belonging to Henry Kirk at and for the sum of  
Twelve thousand dollars (\$12,000.00)-----  
the successful bidder being Maryland National Bank  
and the sale was fairly made.

E. T. NEWELL & CO., INC. —

BY:   
William M. White

FILED

1963 DEC 17 AM 9:52

//



STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 16th day of  
DECEMBER, 19 63, before me, the subscriber, a  
Notary Public of the State of Maryland, in and for the  
City of Baltimore aforesaid, personally appeared  
GEORGE B. HANKINS, VICE PRESIDENT OF <sup>MARYLAND NATIONAL BANK</sup>, purchaser at the  
foreclosure sale in this cause, and made oath in due  
form of law (~~that he is the purchaser and purchased~~  
~~x the same as principal and not as agent for anyone~~  
(that he is the agent for the purchaser, MARYLAND  
NATIONAL BANK,) and that he has not  
directly or indirectly discouraged anyone from bid-  
ding for the said property mentioned in the said  
Report of Sale.

George B. Hankins (SEAL)  
Purchaser  
GEORGE B. HANKINS, VICE PRESIDENT OF  
MARYLAND NATIONAL BANK



William M. White  
Notary Public  
William M. White

FILED

1963 DEC 17 AM 9:52

REPORT OF SALE

MARYLAND NATIONAL BANK, formerly  
COUNTY TRUST COMPANY OF MARYLAND  
Glen Burnie Branch  
Glen Burnie, Maryland  
vs.

HENRY KIRK  
19 West Preston Street  
Baltimore 1, Maryland

IN THE LIBER 152 PAGE 66

CIRCUIT COURT

FOR  
OF

~~BALTIMORE CITY~~  
ANNE ARUNDEL COUNTY  
NO. 15,976 EQUITY

To The Honorable Judge of the  
Circuit Court of ~~Baltimore City~~  
ANNE ARUNDEL COUNTY

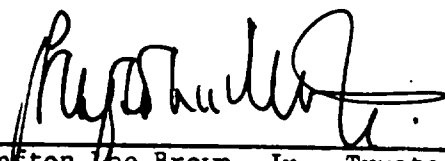
The Report of Sale of Grafton Lee Brown, Jr., Trustee

Trustee appointed by the decree in the above entitled cause, to make sale of  
the fee simple property located in Manhattan Beach, Severna Park, Anne  
Arundel County  
in the proceedings in said cause mentioned, respectfully shows, that after giving bond with  
security for the faithful discharge of his trust as prescribed by said decree, which was  
duly approved, and having given notice of the time, place, manner and terms of sale, by ad-  
vertisements inserted in

The Maryland Gazette

~~daily~~ Anne Arundel County  
weekly newspaper published in ~~Baltimore City~~ for more than  
three successive weeks preceding the day of sale, said Trustee  
did pursuant to said notice on Monday the 16th day of December 19 63  
at 11:00 o'clock A.M. attend on the premises and then and there sold

the fee simple property known as Manhattan Beach, Severna Park, Maryland,  
and described in the attached advertisement of sale to the Maryland National  
Bank at and for the price of Twelve thousand dollars (\$12,000.00), cash upon  
ratification of sale, the said Maryland National Bank, being the highest  
bidder therefor.

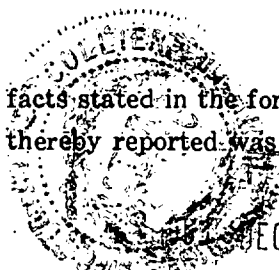
  
Grafton Lee Brown, Jr., Trustee

Anne Arundel County  
State of Maryland, ~~City of Baltimore~~, Sct:

I HEREBY CERTIFY, That on this 16th day of DECEMBER 19 63  
before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City of~~  
County ~~xxxx of Baltimore~~ aforesaid, personally appeared GRAFTON LEE BROWN, JR.

Trustee, and made Oath that the  
facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale  
thereby reported was fairly made.

As witness my hand and Notarial Seal,



  
Notary Public.

Patricia B. Collier

GRAFTON LEE BROWN, Jr.,  
Trustee

One Central Avenue, S.W.  
Glen Burnie, Maryland

## **Trustee's Sale**

**Of Valuable Fee Simple  
Store Front Property  
With Three Apartments**

MANHATTAN BEACH  
SEVERNA PARK, MARYLAND  
Third Election District  
Anne Arundel County

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County in Equity, in a case numbered (Equity No. 15,976), Maryland National Bank, formerly County Trust Company of Maryland, vs. Henry Kirk, the undersigned Trustee will sell at Public Auction on the premises the fee simple property below described on

**Mon., Dec. 16, 1963**

**at 11:00 o'clock A.M.**

All that parcel of land situate, lying and being in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING known and designated as Lots Nos. 26, 27 and 28, Section C, as shown on the revised Plat No.3 of Manhattan Beach, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book No.3 folio 39. In fee simple. •

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or any wise appertaining.

Taxes, Anne Arundel County Sanitary Charges, and other liens and charges to be adjusted to the date of sale.

TERMS OF SALE: A deposit One Thousand Five Hundred dollars (\$1,500) will be required at the time of sale, the balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County; interest to be paid on the unpaid purchase money from the date of sale to the date of settlement.

GRAFTON LEE BROWN, Jr.,  
Trustee

E. T. NEWELL & CO., INC.  
PL 2-3580 D-12

GRAFTON LEE BROWN, Jr.,  
Trustee  
One Central Avenue, S.W.  
Glen Burnie, Maryland

## Trustee's Sale

Of Valuable Fee Simple  
Store Front Property  
With Three Apartments

MANHATTAN BEACH  
SEVERNA PARK, MARYLAND  
Third Election District  
Anne Arundel County

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County in Equity, in a case numbered (Equity No. 15,976), Maryland National Bank, formerly County Trust Company of Maryland, vs. Henry Kirk, the undersigned Trustee will sell at Public Auction on the premises the fee simple property below described on

Mon., Dec. 16, 1963  
at 11:00 o'clock A.M.

All that parcel of land situate, lying and being in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING known and designated as Lots Nos. 26, 27 and 28, Section C, as shown on the revised Plat No.3 of Manhattan Beach, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book No.3 folio 39: In fee simple.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or any wise appertaining.

Taxes, Anne Arundel County Sanitary Charges, and other liens and charges to be adjusted to the date of sale.

TERMS OF SALE: A deposit One Thousand Five Hundred dollars (\$1,500) will be required at the time of sale, the balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County; interest to be paid on the unpaid purchase money from the date of sale to the date of settlement.

GRAFTON LEE BROWN, Jr.,  
Trustee

E. T. NEWELL & CO., INC.  
PL 2-3580

D-12

OF E OF

## Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 152  
PAGE 68

## CERTIFICATE OF PUBLICATION

Annapolis, Md., December 18, 1963

We hereby certify, that the annexed

Trustee's Sale  
Manhattan Beach  
Eq. 15,976

was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 16th

day of December, 1963. The first

insertion being made the 21st day of

November, 1963.

FILED  
THE CAPITAL-GAZETTE PRESS, INC.

1963 DEC 19 PM 12:47

By H. Tilghman

# ORDER NISI

MARYLAND NATIONAL BANK, formerly  
COUNTY TRUST COMPANY OF MARYLAND

versus

HENRY KIRK

LIBER 152 PAGE 69

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,976

Equity

Ordered, this 17th day of December, 19 63, That the sale of the property in these proceedings mentioned made and reported by Grafton Lee Brown, Jr., Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of January next.

The report states that the amount of sale was \$ 12,000.00

True Copy,

Grafton Lee Brown, Atty.  
(Final Order)

MARYLAND NATIONAL BANK, formerly  
COUNTY TRUST COMPANY OF MARYLAND

versus

HENRY KIRK

TEST:

Maryland Gazette (for Dec. 19 1963 edition) Clerk.

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

22nd day of January, 1964

ORDERED BY THE COURT, This that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

*G. Brown*  
JUDGE.

FILED

1964 JAN 23 AM 10:12

16

**Order Nisi**  
IN THE CIRCUIT COURT FOR  
ANNE ARUNDEL COUNTY  
NO. 15,976 Equity

Maryland National Bank, for-  
merly County Trust Company  
of Maryland

versus  
**HENRY KIRK**

Ordered, this 17th day of De-  
cember, 1963, That the sale of  
the property in these proceed-  
ings mentioned made and re-  
ported by Grafton Lee Brown,  
Jr., Trustee, BE RATIFIED  
AND CONFIRMED, unless  
cause to the contrary thereof be  
shown on or before the 20th day  
of January next; Provided, a  
copy of this Order be inserted  
in some newspaper published in  
Anne Arundel County, once in  
each of three successive weeks  
before the 20th day of January  
next; Provided, a copy of this  
next.

The report states that the  
amount of sale was \$12,000 00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

J-9

104  
JAN 13 PM 9:52

OFFICE OF

**Maryland Gazette**

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 152 PAGE 70

**CERTIFICATE OF PUBLICATION**

Annapolis, Md., January 11, 1964

We hereby certify, that the annexed

Order Nisi Sale  
Eq 15-976

Henry Kirk  
was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel  
County, Maryland, once a week for 4

successive weeks before the 20th

day of January, 1964. The first  
insertion being made the 19th day of

December, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

17 No. M. G. 1988

In the Case of

Maryland National Bank

(formerly County Trust Company of Maryland)

VS.

Henry Kirk

In the

Circuit Court

For

Anne Arundel County

No. 15,976 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.

*Arthur Anderson*  
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 3rd day of March, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

*Louis N. Phipps*  
Clerk  
Per: *L. H. Murphy*, deputy

FILED

1964 MAR-3 AM 11:52

In Acct. with Grafton Lee Brown, Jr., Trustee

Cr.

By	Amount of Sale, as per Trustee's Report						
	of Sale filed			12,000	00		
By	Interest, 6%, on deferred payment,						
	\$11,000.00, from 12/13/63 to 1/23/64			75	00		
By	Adjustment, 1963 taxes, from 12/16/63 to						
	12/31/63			13	88		
						12,088	88
To	Trustee, for fee, viz	100	00				
To	Trustee, for commission, viz	390	00				
				490	00		
To	Trustee, for Court costs, viz						
	Plaintiff's Solicitor, appearance fee	10	00				
	Clerk, Court costs	29	50				
	Auditor, this account	22	50				
				62	00		
To	Trustee, for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - Sale	86	76				
	Speer Publications - Hand Bills	17	00				
	Globe Indemnity Company - Bond	64	00				
	E. T. Newell & Co., Inc. - Auctioneer's						
	fee	100	00				
	William Helms & Sons - Insurance	47	25				
	$\frac{1}{2}$ Federal & State Revenue stamps	19	30				
				334	31		
To	Maryland National Bank, Mortgagee, on						
	account of Mortgage claim	11,202	57				
				11,202	57		
						12,088	88
	Balance due on Mortgage, as per claim						
	filed	11,786	18				
	Interest, 6%, on principal balance,						
	\$11,611.87, from 12/9/63 to 3/5/64	166	84				
		11,953	02				
	Credit amount allowed above	11,202	57				
	This amount subject to decree in personam	750	45				



Present Fair Market Value: \$650.00

~~PETITION FOR FORECLOSURE~~

LIBER 152 PAGE 73

AUGUST H. WAGNER

VS.

DAVID W. SMYTH and  
WILLIAM R. GORDON

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

Equity No. 15,952

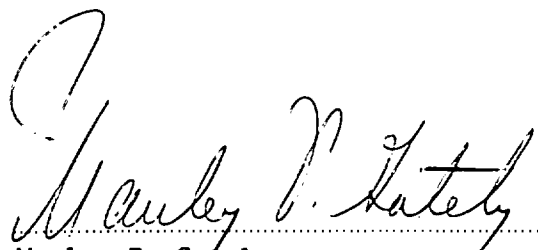
To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent S:

That on the 16th day of May A. D. 1955, the defendant executed and delivered to as Buyers, to the Plaintiff, as Seller, a Land Installment Contract of Sale, ~~to as Buyers, to the Plaintiff, as Seller, a Land Installment Contract of Sale~~ Anne Arundel County, ~~to as Buyers, to the Plaintiff, as Seller, a Land Installment Contract of Sale~~ upon certain fee simple property in ~~the City of Baltimore~~, therein described, to principal balance secure the payment of the ~~mortgage~~ debt of \$ 125.50 and interest as therein mentioned, Defendants wherein said ~~mortgage~~ assented to the passage of a decree for the sale of said mortgaged Land Installment Contract of Sale; property, to take place at any time after any default in any covenant or condition of said ~~mortgage~~ Land Installment Contract of Sale all which will appear from said ~~mortgage~~, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition. And whereas, said Land Installment Contract of Sale is now in default and the provisions of Article 21, Section 113, of the Annotated Code of Maryland have been complied with as per the attached Affidavit of Certification marked "Petitioner's Exhibit No. 2", and also filed herewith as part of this Petition.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said ~~mortgage~~ Land Installment Contract of Sale.

And as in duty, &c.

  
Manley F. Gately  
233 Equitable Building  
Baltimore, Maryland 21202  
Saratoga 7-3868 Attorney for Plaintiff

FILED

1963 OCT 28 AM 9:54

Make all Payments to  
A.H. Wagner  
River Bay Road  
Cape St Claire Md.

LIBER 152 PAGE 74

SALES CONTRACT

CAPE ST. CLAIRE  
Anne Arundel County, Maryland

Equity No. 15,952

Received of David W. Smyth and William R Gordon  
a deposit of \$ 65.00 as part payment for purchase from A. H. Wagner of Lot 11 on Block N  
Section of the subdivision Cape St. Claire, in Anne Arundel County, Maryland, the total pur-  
chase price to be \$ 650.00 TERMS: \$ X in cash (of which the above deposit shall be a  
part) to be paid within five days after this date; remainder to be paid in monthly sums of \$ 10.00 or  
more on the 15th day of each succeeding month, with interest at the rate of 6% per annum  
on the unpaid balance, until the entire purchase price is paid. Monthly payments shall be applied to principal, in-  
terest and taxes. and road fees

Upon acceptance by Seller this receipt, including the conditions and restrictions on the re-  
verse hereof, shall constitute the entire contract with the purchaser, subject to the following provisions:

1. Upon full payment of the purchase price, Seller will prepare and deliver to the purchaser  
a special warranty deed conveying the above mentioned lot or lots, free and clear of encumbrances, but subject to  
the restrictions and conditions on the reverse hereof. The purchaser agrees to pay the cost of such conveyance in-  
cluding notary fees, revenue stamps and all recording charges.

2. Time shall be the essence of this contract and in the event the Purchaser shall fail to make any payment as  
hereinabove provided, Seller may declare this contract void, and all amounts paid prior to the  
time of such default shall be and become the property of and shall be retained by Seller as liqui-  
dated damages for the breach of this contract. In the event of a breach by the Purchaser, the surrender of any out-  
standing purchase note by Seller to the purchaser shall constitute sufficient notice of its intention  
to declare this contract void.

3. The agreement shall be subject to the Purchaser's application for membership in the Cape St. Claire Club  
being approved by the membership committee. In the event of disapproval this agreement shall be inoperative and  
the deposit made by the purchaser shall be returned.

4. No assignment of this agreement shall be made by the Purchaser, or by any subsequent holder thereof, with-  
out the written consent of Seller

Date: May 16th. 1955

David W. Smyth  
(Purchaser)

William R. Gordon  
(Purchaser)

1221 Haverhill Rd Balro 29 Md.  
(Address)

Lgwd 6-4992 A & P Tea Co  
(Telephone) (Occupation)

ACCEPTED: Date May 16, 1955

FILED

OCT 28 1955  
Petitioner's Exhibit No. 1

## SUMMARY OF RESTRICTIONS AND CONDITIONS (Recorded J.H.H. 528, Folio 6)

1. All lots in Cape St. Claire shall be for residential use only and not for purposes of any trade or business whatsoever. Structures erected on any one lot shall consist of the main dwelling or residence for the occupancy of one family only, together with a private garage and other structures appurtenant to the main residence or to be used in connection therewith.

2. No residence, dwelling, garage or other structure appurtenant to the residence shall be erected or built on said land, nor shall any addition to or change or alteration therein be made, until the plans and specifications for such structure or alterations and location thereof are submitted to and approved by The River Bay Company, or its successors in the ownership or development of the entire tract, or its duly authorized agents, and until the owner has complied with the Annapolis Arundel County Building Code. Written permission must be obtained from the Company to construct or maintain fences, walls, hedges, buildings, piers, boathouses, bulkheads, bathhouses, and outbuildings.

3. All detached garages and other outbuildings of any kind whatsoever shall be in the rear of the dwelling hut shall not be within ten (10) feet of the rear boundary of the lot nor within ten (10) feet of the dividing lines of said lot.

4. (a) No building, dwelling, structure or part thereof shall be erected or maintained on any lot within twenty-five (25) feet of its front boundary line nor within fifteen (15) feet of its rear boundary line, nor closer than fifteen (15) feet to any road, unless otherwise designated and approved by the Company.

(b) Free and open spaces shall be left on both sides of every building, structure, dwelling, or part thereof, erected on the said lot, which free and open spaces shall extend the full length of all lots and shall be not less than ten (10) feet in width from the dividing lines of said lots.

(c) Steps, uncovered porches and terraces which are part of or adjacent to the main dwelling, and no part of which is more than three (3) feet above the level of the first floor of the main dwelling, may be built and maintained on any part of the spaces mentioned in this paragraph 4 subsections (a) and (b).

5. No trees shall be cut and no excavations shall be made on the premises except for building purposes and at the time when building operations are commenced, and no earth or sand shall be removed from the premises except as part of such excavations.

6. At no time shall any lot or any part thereof be sold, leased, transferred to or permitted to be occupied by any Negro, Chinaman, Japanese, or person of Negro, Chinese, or Japanese descent. This restriction is not intended to include servants or employees of the owner or occupant of said lot.

7. No privy of any kind shall be allowed on said property, but each house shall have inside toilets with adequate water supply and septic tank installation for disposal of sewage approved by the Maryland State Board of Health.

8. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done or kept thereon which may be or become any annoyance or nuisance to the neighbors.

9. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

10. In order to preserve or improve the views of land and water, hills and valleys, obtainable on and from the various lots shown on

the said Plat, and to promote the free movement of breezes and prevent the harboring places for flies, mosquitos and other insects, the Company reserves the right to trim any trees or shrubbery now or hereafter standing in said tract which may, in its opinion, destroy or interfere with such views or the free movement of breezes, or furnish harboring places for flies, mosquitos or other insects.

11. (a) The Company retains title to the beds of roads, etc., and there is no dedication. Purchasers have the right of ingress and egress to and from their lots.

(b) Certain property is designated on Cape St. Claire plats for community parks and beaches, etc.

12. The Company hereby reserves the right in its absolute discretion at any time to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements or provisions contained herein, as to any part of said tract then owned by the Company, and with the consent of the owner as to any other land included in said tract; and to grade, change the grade of, or regrade any street, road or lane shown on said plat, and shall have the further right before a sale to change the size of, locate or relocate any of the lots shown on the said plat.

13. Easements and rights of way are hereby expressly reserved in and over the strips of ground five feet in width along the rear line of the lots for the purpose of erecting, constructing and maintaining wires and the necessary or proper attachments in connection therewith for the transmission of electricity and for telephones and other public utilities or functions, and the Company, its successors, assigns, or nominees shall have the right to enter upon said reserve strips of land for any of the purposes for which said easements and rights are reserved as above set forth.

14. The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the Company, or the owner of any land included in said tract, their respective personal representatives, heirs, successors, and assigns, and failure by the Company or any land owner to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter to one occurring prior or subsequent thereto: and the declared invalidity of any one or more of the provisions herein shall not affect the validity of the others.

15. Any or all of the rights and powers, titles, easements and estates reserved or given to the Company in this agreement may be assigned to any one or more corporations or associations that will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purposes of evidencing its acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Company, the Company thereupon being released therefrom.

16. The Purchaser, or successor in possession, covenants to pay to The River Bay Company, its successors or assigns, on March 1st of each year the sum of Ten Dollars (\$10.00) for each and every lot purchased, to be used for construction, maintenance and repair of streets in the subdivision, examination of plans, and enforcement of restrictions. Unpaid charges are a lien on the lot.

H 2

STATEMENT OF MORTGAGE CLAIM

AUGUST H. WAGNER

IN THE

CIRCUIT COURT

vs.

— OF —

DAVID W. SMYTH and  
WILLIAM R. GORDON

BALTIMORE CITY

LIBER 152  
PAGE 76

*Equity No. 15, 953*

~~STATEMENT OF MORTGAGE CLAIM~~

STATE OF BALANCE DUE

Amount of Purchase Price	\$ 650.00
Paid on Account	<u>575.15</u>
Balance	\$ 74.85
Interest accrued from 10/15/60 to 10/15/63	<u>13.47</u>
Accrued taxes and Road Fee to 10/15/63	\$ 88.32 <u>37.18</u>
NET BALANCE DUE	\$ <u>125.50</u>

Plus \$.05 expense per day after 10/15/63 to date of sale,  
to be calculated by Court Auditor.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this *25<sup>th</sup>* day of *October* in the  
year nineteen hundred and ~~sixty-three~~, before me, a Notary Public of the  
State of Maryland, in and for said City of Baltimore, personally appeared

August H. Wagner

the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of  
the amount of the mortgage claim under the mortgage filed in the said cause now remaining due  
and unpaid

FILED

1963 OCT 28 AM 9:54

As witness my hand and Notarial Seal,

Joann V. Field Notary Public.

JACOB L. CARDIN  
MAURICE CARDIN  
JEROME S. CARDIN  
—  
ASSOCIATES  
HERSH STEIN  
MANLEY F. GATELY

CARDIN AND CARDIN  
ATTORNEYS AT LAW  
SUITE 233 EQUITABLE BUILDING  
CALVERT AND FAYETTE STS.  
BALTIMORE 2, MD.

LIBER 152 PAGE 77

PHONES  
7-3868  
SARATOGA 7-3869  
7-0805

July 25, 1963

REGISTERED MAIL RETURN RECEIPT REQUESTED

*Equity No. 15,952*

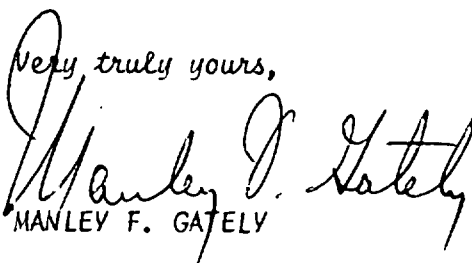
Messrs. David W. Smyth and  
William R. Gordon  
1022 Donington Circle  
Towson, Maryland 21204

RE: Lot 11 Block N Cape St. Claire  
Anne Arundel County

Gentlemen:

Please be advised that the terms of the sales contract for the above captioned property between David W. Smyth and William R. Gordon and A. H. Wagner, Seller dated May 16, 1955 has not been complied with by reason of default in the payments thereunder, and said contract is hereby terminated thirty days from the date hereof, unless prior thereto you have complied with the terms and conditions in regard to which the default has occurred.

Payments are presently in default \$124.12, this total including \$74.85 principal, \$12.09 interest to date and \$37.18 taxes and road fee.

Very truly yours,  
  
MANLEY F. GATELY

MFG/es

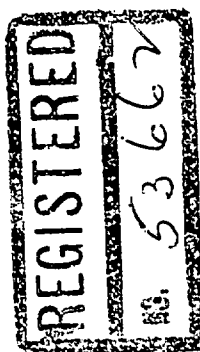
PETITIONER'S EXHIBIT NO. 2

FILED

363 OCT 28 AM 9:55

4

CARDIN AND CARDIN  
ATTORNEYS AT LAW  
SUITE 233 EQUITABLE BUILDING  
CALVERT AND FAYETTE STS.  
BALTIMORE 2, MD.



RETURN RECEIPT REQUESTED

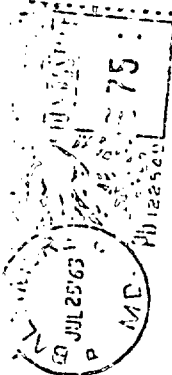


REASON CHECKED  
Unclaimed  
Unknown  
Insufficient address  
Moved, Left no address  
No such office  
Do not deliver

W. Smyth and  
Gordon  
1022 Donington Circle  
Towson, Maryland 21204

CLOSED

7/27/63  
245  
194



REGISTERED MAIL RETURN RECEIPT REQUESTED

- ☐ Moved, left no address
- ☐ No such number
- ☒ Moved, not forwardable
- ☐ Addressee unknown

433/4721

AUGUST H. WAGNER : IN THE  
vs. : CIRCUIT COURT  
DAVID W. SMYTH and : OF  
WILLIAM R. GORDON : ANNE ARUNDEL COUNTY  
:  
: : :

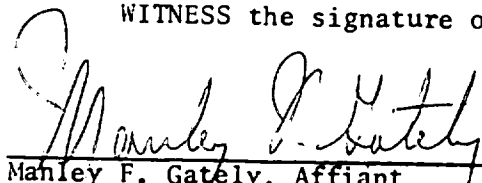
*Equity No. 15,952*

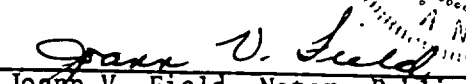
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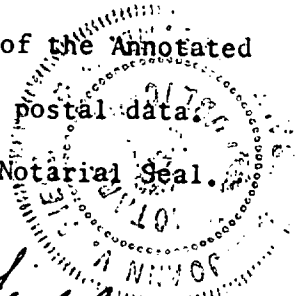
STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 25<sup>th</sup> day of October, 1963, before me, the undersigned subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Manley F. Gately, Attorney for August H. Wagner, the Plaintiff herein, and he certified and made oath in due form of law that the provisions of Article 21, Section 113, of the Annotated Code of Maryland have been complied with as per the attached postal data.

WITNESS the signature of the Affiant and my hand and Notarial Seal.

  
Manley F. Gately, Affiant

  
Joan V. Field, Notary Public



FILED

1963 OCT 28 AM 9:55

DECREE FOR SALE OF ~~MORTGAGE~~ PREMISES

AUGUST H. WAGNER  
.....  
.....  
vs.  
.....  
DAVID W. SMYTH and  
WILLIAM R. GORDON  
.....  
.....

IN THE  
CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~  
ANNE ARUNDEL COUNTY

*Equity No. 15,952*  
TERM, 19 ..

The Petition and Exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It, is, Thereupon, This *28<sup>th</sup>* day of *October*, in the year nineteen hundred and ~~SIXTY-THREE~~, by the Circuit Court of Baltimore City, ADJUDGED, ORDERED and DECREED, that the ~~mortgaged~~ property in the proceedings mentioned be sold, at or after any one of the periods ~~Land Installment Contract of Sale~~ mentioned in the ~~mortgage~~ *Land Installment Contract of Sale* filed for the forfeiture of said ~~mortgage~~; that *Jerome S. Cardin*

be and he *is* hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the

Clerk thereof, in the penalty of *Six Hundred Fifty (\$650.00)* Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the City of Baltimore, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of \$100.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a

full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their

~~personal representatives and assigns~~, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and ~~defendants~~ *defendants* and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the ~~mortgage~~ *principal balance* claim, duly verified by affidavit, as required by law, be filed in said cause.

*John D. Smith*

FILED  
1963 OCT 29 AM 9:59



Manley F. Gately, Auctioneer  
Equitable Building  
Baltimore, Md.

## Trustee's Sale

FEE SIMPLE  
UNIMPROVED  
BUILDING LOT

KNOWN AS  
LOT 11—BLOCK N—CAPE  
ST. CLAIRE  
ANNE ARUNDEL COUNTY,  
MARYLAND  
SALE TO BE HELD  
at COURT HOUSE DOOR  
ANNAPOLIS, MD.

TUESDAY,  
DECEMBER 3, 1963  
AT  
11:00 O'CLOCK A.M.

By virtue of a Decree of the  
Circuit Court for Anne Arundel  
County, in Equity, Case No.  
15952, the undersigned Trustee  
will sell at public auction as  
follows:

Being known and designated  
as Lot 11 Block N of Cape St.  
Claire as shown on the Plat of  
Cape St. Claire which plat is  
dated May, 1949, and recorded  
among the Plat Records of Anne  
Arundel County, in Plat Cabinet  
No. 3 Rod 57 Plat 5. Being in  
fee simple.

Terms of Sale: A cash deposit  
of \$100.00 at time of sale. Bal-  
ance in cash upon ratification  
of sale by the Circuit Court of  
Anne Arundel County. Cost of  
all documentary stamps and  
transfer taxes to be borne by  
the purchaser. All adjustments  
as of date of sale. Interest to be  
charged on unpaid purchase  
money from day of sale to date  
of settlement.

JEROME CARDIN  
Trustee

A. J. BILLIG AND CO.  
Auctioneers

16 E. Fayette St.  
PL. 2-6440  
Balto. 2, Md.

N-25

OFFICE OF

## Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

### CERTIFICATE OF PUBLICATION

Annapolis, Md., November 26, 1963

We hereby certify, that the annexed

*Trustee's Sale*  
*Lot 11, Block N, Cape St. Claire*

was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel  
County, Maryland, once a week for 3

successive weeks before the 3rd

day of December, 1963. The first  
insertion being made the 14th

November, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

NOV 27 1963

By *H. Talgham*

LIBER 152 PAGE 81

AUGUST H. WAGNER : IN THE  
 vs. : CIRCUIT COURT  
 DAVID W. SMYTH and : OF  
 WILLIAM R. GORDON : ANNE ARUNDEL COUNTY  
 : No. 15,952 - Equity  
 : : :

PETITION  
NUNC PRO TUNC

TO THE HONORABLE, THE JUDGE OF THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY:

The petition of Jerome S. Cardin, Trustee, respectfully shows that:

1. The Petitioner did submit to the Clerk of said Court and by mail delivered on Monday, December 2, 1963, a Performance Bond in the amount of Six Hundred Fifty (\$650.00) Dollars dated December 2, 1963, written by New Amsterdam Casualty Company.

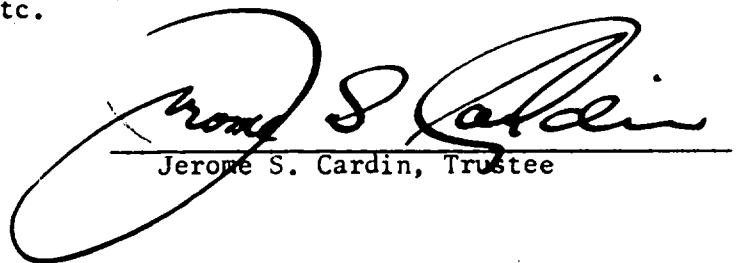
2. That said bond was not signed by your Trustee and, therefore, returned by the Clerk of this Court to your Trustee for proper signature.

3. That said bond was not received by return mail until Wednesday, December 4, 1963, was immediately signed and returned by your Trustee on that date.

4. In the meantime the subject property was sold at public auction at 11 a.m. at the Court House door on Tuesday, December 3, 1963.

WHEREFORE, your Petitioner respectfully prays that this Court pass an order directing the Clerk of the Circuit Court of Anne Arundel County to accept said bond NUNC PRO TUNC in the above-captioned case, so that an ORDER NISI may be properly issued without further delay.

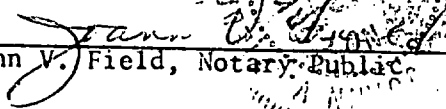
AND AS IN DUTY BOUND, etc.

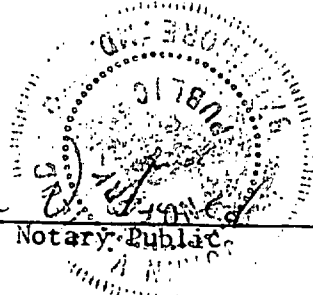
  
 Jerome S. Cardin, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 10<sup>th</sup> day of December, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared JEROME S. CARDIN, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his information, knowledge and belief.

WITNESS my hand and Notarial Seal.

  
Joann V. Field, Notary Public




AUGUST H. WAGNER : IN THE  
vs. : CIRCUIT COURT  
DAVID W. SMYTH and : OF  
WILLIAM R. GORDON : ANNE ARUNDEL COUNTY  
: No. 15,952 - Equity  
: : :

ORDER

Upon the foregoing Petition and Affidavit of Jerome S. Cardin, Trustee,  
it is by the Circuit Court of Anne Arundel County, this 13<sup>th</sup> day of  
December, 1963,

ORDERED, that the Clerk of the Circuit Court of Anne Arundel County  
be, and he is hereby authorized and directed to accept bond in the above-  
captioned case and to issue an ORDER NISI in order to further the foreclosure  
action now pending before this Court.

  
Judge

# New Amsterdam Casualty Company

227 ST. PAUL STREET  
BALTIMORE, MD.

A STOCK COMPANY

LIBER 152 PAGE 85  
BOOK 12 PAGE 261  
60 JOHN STREET  
NEW YORK

BOND NO. 0466-0349-2371-63

*No. 15,952 Equity*

## Know All Men By These Presents:

THAT WE, Jerome S. Cardin - 233 Equitable Building -  
Baltimore 2, Maryland

and NEW AMSTERDAM CASUALTY COMPANY, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of SIX HUNDRED FIFTY AND NO/100 ----- Dollars (\$ 650.00 ---- ), to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 2nd day of December in the year of our Lord one thousand nine hundred and sixty-three.

WHEREAS, the above bounden Jerome S. Cardin

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, Maryland

has been appointed trustee to sell property Lot 11, Block N, Cape St. Claire, Anne Arundel County, Maryland mentioned in the proceedings in the case of

August H. Wagner

vs.

David W. Smyth and William R. Gordon

now pending in said Court;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN Jerome S. Cardin does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered  
in the presence of

*July Sater*

*Jerome S. Cardin*

Jerome S. Cardin

(SEAL)

(SEAL)

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY

XXXXXX Witness as to Surety:

By *William A. Weech*  
William A. Weech, Attorney-in-fact

*J. McDuffie*

1-307-Md: Trustee-Receiver 500-9-51

1963 DEC 13 PM 2:43

Bond approved this 13th day of December, 1963  
*Louis N. Phipps*  
as of Dec. 2, 1963

STATE OF MARYLAND, Baltimore County City, Set.:

I HEREBY CERTIFY, That on this 3rd DAY OF December  
 19 63, before me, the subscriber, a Notary Public of the State of Maryland,  
 in and for Baltimore County City, State                      AFORESAID, personally appeared  
August H. Wagner, Purchaser at  
 the foreclosure sale in this cause, and made oath in due form of law that he  
 is the purchaser and purchased same as principal and not as an agent for  
 anyone, and that he has not directly or indirectly discouraged anyone from  
 bidding for the said fee simple unimpr. lot-#11,  
Block N, Cape St. Claire, mentioned in the said Report  
A.A.C., Md.  
 of Sale.

August H. Wagner  
 Purchaser

Mary Virginia Smith  
 Notary Public

(Rule BR 6-2 Sale of Real Property  
 or Chattels Real and BR 6-C-3  
 Affidavit of Purchaser) Page 519 & 520

FILED

1963 DEC 13 - PM 2:47

15

Stocks, Bonds,  
Real Estate,  
Household Effects,  
Automobiles,  
Appraisers, Etc.

A. J. BILLIG & COMPANY  
General Auctioneers

16 EAST FAYETTE STREET

BALTIMORE 2, MD. December 10 1963

We, A. J. BILLIG & CO., duly licensed Auctioneers, do hereby certify to the effect that we have not paid and will not pay, directly or indirectly, anything for employing us to make said sale and that no payments have been made or will be made in connection with such sale, except those set forth in detail in said statement.

SUBSCRIBED TO AND SWORN TO.

A. J. BILLIG & CO.

BY M. B.

Sennie F. Jacobs.  
Notary Public

FILED  
1963 DEC 13 PM 2:47

13

REPORT OF SALE

LIBER 152 PAGE 88

AUGUST H. WAGNER

IN THE

CIRCUIT COURT

vs.

—OF—

DAVID W. SMYTH and  
WILLIAM R. GORDON

~~BALTIMORE CITY~~  
ANNE ARUNDEL COUNTY

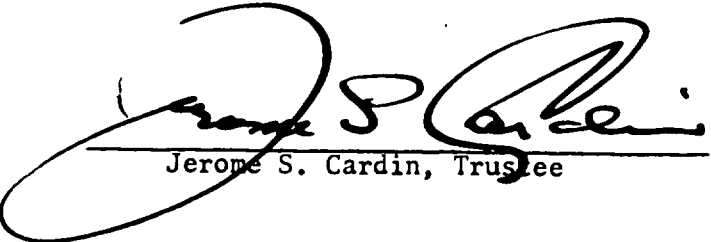
No. 15,952 - Equity

To The Honorable Judge of the  
Circuit Court of Baltimore City:

The Report of Sale of Jerome S. Cardin, -----  
Trustee appointed by the decree in the above entitled cause, to make sale of  
Lot 11, Block N, Cape St. Claire, Anne Arundel County, Maryland, -----  
in the proceedings in said cause mentioned, respectfully shows, that after giving bond with  
security for the faithful discharge of his trust as prescribed by said decree, which was  
duly approved, and having given notice of the time, place, manner and terms of sale, by ad-  
vertisements inserted in

Maryland Gazette

a ----- daily newspaper published in Annapolis, Maryland, ~~Baltimore City~~ for more than  
three successive weeks preceding the day of sale, said Trustee Jerome S. Cardin, -----  
did pursuant to said notice on Tuesday, the 3rd day of December, 1963,  
at 11:00 o'clock A.M. attend on the premises and then and there sold property  
known as Lot 11, Block N. Cape St. Claire, Anne Arundel County, Maryland,  
to August H. Wagner, at and for the price of \$100.00, he being the highest  
bidder.

  
Jerome S. Cardin, Trustee

State of Maryland, City of Baltimore, Sct:

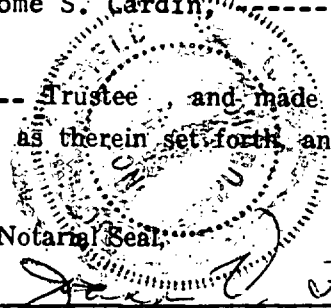
I HEREBY CERTIFY, That on this 10<sup>th</sup> day of December, 1963,  
before me, the subscriber, a Notary Public of the State of Maryland, in and for the City  
of Baltimore aforesaid, personally appeared Jerome S. Cardin, -----

----- Trustee, and made Oath that the  
facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale  
thereby reported was fairly made.

FILED

As witness my hand and Notarial Seal.

1963 DEC 13 PM 2:47

  
Joann V. Field - Notary Public.



# ORDER NISI

LIBER 152 PAGE 89

AUGUST H. WAGNER

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,952

Equity

versus

DAVID W. SMYTH and

WILLIAM R. GORDON

Ordered, this 13th day of December, 1963, That the sale of the property in these proceedings mentioned made and reported by Jerome S. Cardin, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of January next.

The report states that the amount of sale was \$ 100.00

*James N. Phipps*

Clerk.

True Copy,

Jerome S. Cardin, Atty.  
(Final Order)

AUGUST H. WAGNER

TEST: Maryland Gazette (for Dec. 19 edition) Clerk.

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22nd day of January, 1964 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

*W. Brown Duckett*

JUDGE.

FILED

1964 JAN 23 AM 10:12

15

**Order nisi**

IN THE  
CIRCUIT COURT  
FOR

ANNE ARUNDEL COUNTY  
NO. 15,952 EQUITY

AUGUST H. WAGNER

Versus

DAVID W. SMYTH and  
WILLIAM R. GORDON

Ordered, this 13th day of December, 1963, That the sale of the property in these proceedings mentioned made and reported by Jerome S. Cardin, trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of January next.

The report states that the amount of sale was \$100.00.

LOUIS N. PHIPPS  
Clerk

True Copy, TEST:

LOUIS N. PHIPPS  
Clerk

J-9

504 JAN 13 PM 9:52

OFFICE OF

**Maryland Gazette**

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 152 PAGE 90

**CERTIFICATE OF PUBLICATION**

Annapolis, Md., January 11, 1964

We hereby certify, that the annexed

Order nisi Sale  
Eq. 15,952  
David W. Smyth and  
William R. Gordon

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 20th

day of January, 1964. The first

insertion being made the 19th day of

December, 1963

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

16 No. M. G. 1985

In the Case of

August H. Wagner

VS.

David W. Smyth & William R. Gordon

In the

Circuit Court

For

Anne Arundel County

No. 15,952

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.

*Arthur Anderson Jr.*  
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 3rd day of March, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

*Louis N. Phipps*  
Clerk  
Per: *L. H. Murphy*, deputy

1964 MAR-3 11:52

Dr. Matter of August H. Wagner vs. David W. Smyth & William R. Gordon

In Acct. with Jerome S. Cardin, Trustee

Cr.

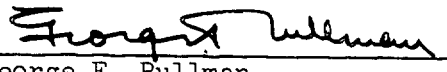
		Dr.		Cr.	
By	Amount of Sale, as per Trustee's Report of Sale filed			100	00
By	Adjustment, 1963 taxes				73
					100 73
To	Trustee, for commission, viz	7	00		
				7	00
To	Trustee, for Court costs, viz				
	Plaintiff's Solicitor, appearance fee	10	00		
	Clerk, Court costs	32	25		
	Auditor, this account	22	50		
				64	75
To	Trustee, for expenses, viz				
	Capital-Gazette Press, Inc.				
	Advertising & Nisi - Sale	62	25		
	New Amsterdam Casualty Co. - Bond	10	00		
	A. J. Billig & Co. - Auctioneer's fee	50	00		
				122	75
	Total of credit allowed Trustee				194 00
	Total debits charged to Trustee				100 73
	Estate overpaid				93 27
	Balance due on Land Installment				
	Contract as per claim filed	125	50		
	Interest, 6%, on principal balance, \$74.85, from 10/16/63 to 3/1/64	1	87		
	Amount of overpayment	93	27		
	This amount subject to decree in personam	220	64		

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
ALPHONSE G. ADDISON AND	*	ANNE ARUNDEL COUNTY
DOROTHY E. ADDISON, HIS WIFE,	*	EQUITY NO. 15,985

\*\*\*\*\*

MR. CLERK:

Please docket the above entitled case, file the Statement of Mortgage Debt, Military Affidavit, original Mortgage and copy of advertisement.

  
George E. Rullman  
Attorney named in Mortgage

FILED

1963 NOV 18 AM 11:03

Equity  
No. 15, 985**This Mortgage,**

Made this 24th day of March, in the year one thousand, nine hundred and fifty-nine, Between Alphonse G. Addison and Dorothy E. Addison, his wife - - - - -  
- - - - -  
of Anne Arundel County - - - - -, in the State of Maryland, Mortgagor S, and FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance in the sum of Seventeen Thousand (\$17,000.00) - - - - - Dollars, being part of the purchase money for the property hereinafter described; and

WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent. ( 6% ) per annum in the manner following: No payments or interest until October 1, 1959 and further; by the payment of interest monthly for six months commencing October 1, 1959; and further

By the payment of One Hundred Forty (\$140.00) - - - - - Dollars on or before the first day of each and every month from the date hereof, commencing on the first day of April, 1960, and continuing until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payments of the aforesaid principal sum, or in any other way Mortgagee may elect.

It is hereby understood and agreed by the parties hereto that should there be any remaining balance due on said principal debt at the expiration of twenty years from the date hereof, said balance shall then become due and payable.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of one dollar, the said MORTGAGORS - - - - -  
- - - - -  
do hereby grant and convey unto the said FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, its successors and assigns in fee simple

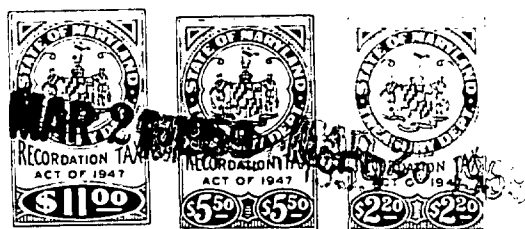
ALL that lot or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and more particularly described as follows, that is to say:-

BEGINNING for the same at an iron pipe herefound on the South side of Best Gate Road, which marks the Northeasternmost corner of that conveyance from Louis Strauss, et al, to Samuel J. Katcef and wife, by deed dated October, 1954, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. 874, folio 359, thence from the point of beginning

FILED  
1955 MAR 18 11:05

so fixed and binding on the South side of Best Gate Road North  $78^{\circ} 11'$  East 250.94 feet to a pipe set on the southwesternmost side of a fifty (50) foot strip of land as described in a deed from Frank Parker and wife to William J. McWilliams, Trustee, by deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 799, folio 317, thence leaving said side of Best Gate Road and with the southwesternmost side of said fifty foot strip of ground with use in common South  $34^{\circ} 37'$  East 724.46 feet to a pipe set in the North  $71^{\circ}$  East 247.0 foot line of that conveyance from the Farmers National Bank of Annapolis to Frank Parker by deed dated August 29, 1908, and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.W. 79, folio 398, thence with the southernmost outline of the aforesaid conveyance as now corrected for magnetic variation reversley South  $68^{\circ} 55'$  West 202.57 feet to a pipe set, thence South  $80^{\circ} 55'$  West 239.25 feet to a pipe set, thence North  $77^{\circ} 05'$  West 231.0 feet to a pipe herefound which marks the southeasternmost corner of the above mentioned conveyance from Louis Strauss, et al, to Samuel J. Katcef and wife, thence with the easternmost outline of the aforesaid conveyance North  $0^{\circ} 35'$  West 603.86 feet to the point of beginning. Containing 7.07 acres of land, more or less, according to a survey, a plat made by T. T. Pantaleo, Registered Land Surveyor in October, 1956.

BEING the identical property which was conveyed to the Mortagors herein by Frank Parker and Ann M. Parker by deed dated November 20, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1081, folio 106.



Together with the buildings and improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns.

LIBER 152 PAGE 96

Provided, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payment and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien therein, and to deliver the policy and all renewal receipts to the

Mortgagee, its successors or assigns; and in case of failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added

to the principal debt named herein and bear interest at the rate of six per cent. ( 6% ) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors,

their heirs personal representatives and assigns to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of

the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same

be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said

Mortgagors covenant with the said Mortgagee to pay six per cent. ( 6% ) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, provided the amount prepaid exceeds twenty per cent. of original amount of loan. It is agreed and understood by the Mortgagors herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for GEORGE E. RULLMAN, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of \$50.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, themselves, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said Mortgagors, for themselves, their heirs, personal representatives and assigns do hereby covenant that immediately upon the first insertion of the notice of sales as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of

Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagors, for themselves, their heirs, personal representatives, or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its attorney or agents, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commissions, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

The said Mortgagors covenant that they will warrant specially the title to the property here conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said Mortgagors,

Witness:

Barbara Ann Thompson  
Barbara Ann Thompson

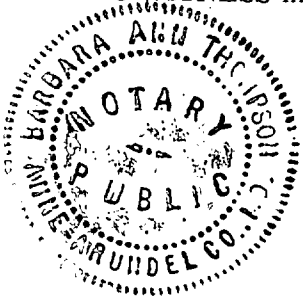
Alphonse G. Addison (SEAL)  
Alphonse G. Addison  
Dorothy E. Addison (SEAL)  
Dorothy E. Addison (SEAL)



STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit

I HEREBY CERTIFY that on this 24th day of March, 1959, before me the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Alphonse G. Addison and Dorothy E. Addison, his wife the Mortgagor s named in the foregoing Mortgage, and acknowledged the foregoing Mortgage to be their act. At the same time also appeared George E. Rullman, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.



14.00 Barbara Ann Thompson  
Barbara Ann Thompson Notary Public.

Rec'd for record Mar 26, 1959, at 2:17 P.M.  
Mailed to George E. Rullman

**MORTGAGE**

FROM

ALPHONSE G. ADDISON and

DOROTHY E. ADDISON, his wife.

TO

FIRST  
FEDERAL SAVINGS and LOAN  
ASSOCIATION  
OF  
ANNAPOLIS

GEORGE E. RULLMAN  
ATTORNEY-AT-LAW  
Lee Building  
Annapolis, Maryland

1583-17  
1959 MAR 26 PM 2:17  
ANNAPOLIS, MARYLAND

5/18.70

12.50  
Chattel 1.50  
Pl 74.00  
C. E. Rullman

IN THE MATTER OF THE SALE OF \* IN THE CIRCUIT COURT  
 THE MORTGAGED REAL ESTATE OF \* FOR  
 ALPHONSE G. ADDISON AND \* ANNE ARUNDEL COUNTY  
 DOROTHY E. ADDISON, HIS WIFE \* EQUITY NO. 15,985

\*\*\*\*\*

STATEMENT OF MORTGAGE DEBT

Original Principal Amount of Mortgage	\$17,000.00
Less payments on Account of Principal	<u>746.16-</u>
Balance due on principal	16,253.84
Add interest October 1963 through November 1963	<u>162.95</u>
Total due on mortgage debt	16,416.79
Less Expense Account	<u>31.20</u>
Total Mortgage Claim	\$16,385.59

16,253.84  
 31.20  
 16,385.59

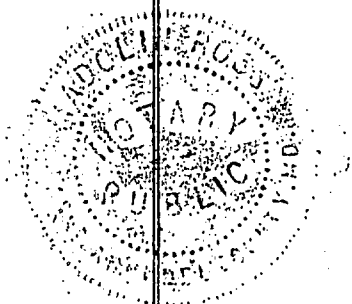
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I HEREBY CERTIFY that on this 18th day of November, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JAMES S. VANSANT, JR., Assistant Secretary of First Federal Savings and Loan Association of Annapolis, and made oath in due form of law that the above statement is correct to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Madolin Ross  
 Madolin Ross, Notary Public

My Commission expires:  
 May 3, 1965.



FILED

1963 NOV 18 AM 11:05

IN THE MATTER OF THE SALE OF \* IN THE CIRCUIT COURT  
 THE MORTGAGED REAL ESTATE OF \* FOR  
 ALPHONSE G. ADDISON and \* ANNE ARUNDEL COUNTY  
 DOROTHY E. ADDISON, HIS WIFE, \* EQUITY NO. 15,985

\*\*\*\*\*

AFFIDAVIT

In compliance with Soldiers and Sailors Civil Relief Act of Congress, October 1940 and Soldiers and Sailors Civil Relief Act, Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition.

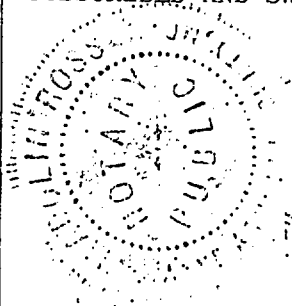
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

GEORGE E. RULLMAN, being first duly sworn, on oath deposes and says that he is the duly authorized agent of the First Federal Savings and Loan Association of Annapolis, the plaintiff in the above entitled cause, and makes this affidavit in its behalf.

AFFIANT states that he makes this affidavit pursuant to the provisions of the Soldiers and Sailors Civil Relief Act of Congress, October 1940, and Soldiers and Sailors Civil Relief Act, Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition, that on behalf of plaintiff, careful investigations has been made to ascertain whether or not the above named defendants are now in the Military Service of the United States and that as a result of said investigation, Affiant has discovered and does hereby make oath that said defendants are not in the Military Service of the United States, that is to say, said defendants are not members of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, and are not officers of the Public Health Service detailed by proper authority for duty with any of the branches aforesaid, nor are said defendants under training or education under the supervision of the United States preliminary to induction into the Military Service but are employed as civilians and not subject to aforesaid.

George E. Rullman  
 George E. Rullman, Attorney & Agent  
 Affiant

SUBSCRIBED AND SWORN to before me, this 18th day of November, 1963.



FILED

NOV 18 AM 11:05

Madolin Ross  
 Madolin Ross, Notary Public

My Commission expires May 3, 1965.

GEORGE W. SCIBLE. . . . . AUCTIONEER

PUBLIC SALE

OF VALUABLE

RESIDENCE PROPERTY

*Equity*  
*No. 15, 985*

SITUATE IN THE SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, ON  
BEST GATE ROAD, 7.07 ACRES, IMPROVED BY A FRAME DWELLING CONTAINING SEVEN ROOMS  
AND BATH WITH COMPOSITION ROOF, HOT AIR HEAT.

Under and by virtue of the power of sale contained in a mortgage  
from Alphonse G. Addison and Dorothy E. Addison, his wife, dated March 24, 1959,  
and recorded among the Land Records of Anne Arundel County in Liber G.T.C.  
1283, folio 17, the undersigned Attorney named in said mortgage to make sale  
of the property therein described, default having occurred thereunder, will  
offer for public sale at auction at the Court House Door, in the City of  
Annapolis, Maryland, on

TUESDAY, DECEMBER 17, 1963

AT 10:30 O'CLOCK, A.M.

the following described property, namely:

ALL that lot or parcel of ground situate, lying and being in  
the Second Election District of Anne Arundel County, State of Maryland, and  
more particularly described as follows, that is to say:-

BEGINNING for the same at an iron pipe herefound on the South  
side of Best Gate Road, which marks the Northeasternmost corner of that con-  
veyance from Louis Strauss, et al, to Samuel J. Katcef and wife, by deed dated  
October, 1954, and recorded among the Land Records of Anne Arundel County,  
Maryland, in Liber J.H.H. 874, folio 359, thence from the point of beginning  
so fixed and binding on the South side of Best Gate Road North 78° 11' East  
250.94 feet to a pipe set on the southwesternmost side of a fifty (50) foot  
strip of land as described in a deed from Frank Parker and wife to William J.  
McWilliams, Trustee, by deed recorded among the Land Records of Anne Arundel  
County in Liber J.H.H. 799, folio 317, thence leaving said side of Best Gate  
Road and with the southwesternmost side of said fifty foot strip of ground  
with use in common South 34° 37' East 724.46 feet to a pipe set in the North  
71° East 247.0 foot line of that conveyance from the Farmers National Bank of

FILED  
1963 NOV 18 AM 11:05

Annapolis to Frank Parker by deed dated August 29, 1908, and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.W. 79, folio 398, thence with the southernmost outline of the aforesaid conveyance as now corrected for magnetic variation reversley South 68° 55' West 202.57 feet to a pipe set, thence South 80° 55' West 239.25 feet to a pipe set, thence North 77° 05' West 231.0 feet to a pipe herefound which marks the southeasternmost corner of the above mentioned conveyance from Louis Strauss, et al, to Samuel J. Katcef and wife, thence with the easternmost outline of the aforesaid conveyance North 0° 35' West 603.86 feet to the point of beginning. Containing 7.07 acres of land, more or less, according to a survey, a plat made by T. T. Pantaleo, Registered Land Surveyor in October, 1956.

BEING the identical property which was conveyed to Alphonse G. Addison and Dorothy E. Addison, his wife, the Mortgagors herein, by Frank Parker and Ann M. Parker, by deed dated November 20, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1081, folio 106.

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to the day of sale.

GEORGE E. RULLMAN  
Attorney named in Mortgage  
140 South Street  
Annapolis, Maryland  
Colonial 3-4433

## MORTGAGEES OR ATTORNEYS BOND.

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman of  
Annapolis, Anne Arundel County, Maryland  
as principal  
and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of  
New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of  
TWENTY THOUSAND Dollars,  
to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we  
bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly  
and severally, firmly by these presents, sealed with our seals and dated this 4th  
day of December, in the year of our Lord 1963.

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Alphonse G. Addison and Dorothy E. Addison,  
his wife to First Federal Savings & Loan Association  
of Annapolis bearing date the 29th day of March, 1959  
Land  
and recorded among the mortgage records of Anne Arundel County  
in Liber G.T.C. No. 1283 Folio 17 and

is about to sell the land and premises described in said mortgage, default having been made in the payment of  
the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden  
George E. Rullman

do and shall well and truly and faithfully perform the trust reposed in him  
under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any  
Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obliga-  
tion to be void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden George E. Rullman

has hereto set his hand and seal and the said body corporate has caused these presents to be duly  
signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered  
in the Presence of

Madolin Ross  
Madolin Ross

George E. Rullman [SEAL]  
George E. Rullman

[SEAL]

As to Surety

Mary F. Whedbee  
Mary F. Whedbee

By

Rose M. Bausch Attorney in Fact

NATIONAL SURETY CORPORATION



FILED

Bond approved this 6th day of December, 1963

1963 DEC -6 AM 10:13

Louis N. Phipps, Clerk

# PUBLIC SALE

OF VALUABLE

## Residential Property

SITUATE IN THE SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, ON BEST GATE ROAD, 7.07 ACRES, IMPROVED BY A FRAME DWELLING CONTAINING SEVEN ROOMS AND BATH, WITH COMPOSITION ROOF, HOT AIR HEAT.

Under and by virtue of the power of sale contained in a mortgage from Alphonse G. Addison and Dorothy E. Addison, his wife, dated March 24, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1283, folio 17, the undersigned Attorney named in said mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

## TUESDAY, DECEMBER 17, 1963

AT 10:30 O'CLOCK A.M.

the following described property, namely:

ALL that lot or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and more particularly described as follows, that is to say:—

BEGINNING for the same at an iron pipe herefound on the South side of Best Gate Road, which marks the Northeasternmost corner of that conveyance from Louis Strauss, et al, to Samuel J. Katcef and wife, by deed dated October, 1954, and recorded among the land Records of Anne Arundel County, Maryland, in Liber J.H.H. 874, folio 359, thence from the point of beginning so fixed and binding on the South side of Best Gate Road North  $78^{\circ}11'$  East 250.94 feet to a pipe set on the southwesternmost side of a fifty (50) foot strip of land as described in a deed from Frank Parker and wife to William J. McWilliams, Trustee, by deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 799, folio 317, thence leaving said side of Best Gate Road and with the southwesternmost side of said fifty foot strip of ground with use in common South  $34^{\circ}37'$  East 724.46 feet to a pipe set in the North  $71^{\circ}$  East 247.0 foot line of that conveyance from the Farmers National Bank of Annapolis to Frank Parker by deed dated August 29, 1908, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.W. 79, folio 398, thence with the southernmost outline of the aforesaid conveyance as now corrected for magnetic variation reversely South  $68^{\circ}55'$  West 202.57 feet to a pipe set, thence South  $80^{\circ}55'$  West 239.25 feet to a pipe set, thence North  $77^{\circ}05'$  West 231.0 feet to a pipe here found which marks the southeasternmost corner of the above-mentioned conveyance from Louis Strauss, et al, to Samuel J. Katcef and wife, thence with the easternmost outline of the aforesaid conveyance North  $0^{\circ}35'$  West 603.86 feet to the point of beginning. Containing 7.07 acres of land, more or less, according to a survey, a plat made by T. T. Pantaleo, Registered Land Surveyor in October, 1956.

BEING the identical property which was conveyed to Alphonse G. Addison and Dorothy E. Addison, his wife, the Mortgagors herein, by Frank Parker and Ann M. Parker, by deed dated November 20, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1081, folio 106.

**TERMS OF SALE:** A deposit of ten per cent (10%) of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to the day of sale.

**GEORGE E. RULLMAN,**  
Attorney Named in Mortgage,  
140 South Street,  
Annapolis, Maryland,  
COlonial 3-4433

FILED

1963 DEC 17 PM 3:03



I Hereby Certify that I bid in the property described on the reverse side hereof at Public sale at the Court House Door in the City of Annapolis, Maryland, on Tuesday, December 17, 1963 at 10:30 o'clock, a.m., at and for the sum of Twenty Thousand Five Hundred Dollars (\$20,500.00), I then and there being the highest bidder thereof in the name of THE ARTHUR M. JONES BUILDING CORPORATION, and the said corporation agrees to comply with the terms of sale as expressed on the reverse side hereof.

THE ARTHUR M. JONES BUILDING CORPORATION

by Virginia E. Jones  
Virginia E. Jones, Vice President.

I Hereby Certify that I, as Auctioneer, did sell the property described on the reverse side hereof at public sale, on Tuesday, December 17, 1963, to The Arthur M. Jones Building Corporation at and for the sum of Twenty Thousand Five Hundred Dollars (\$20,500.00), it then and there being the highest bidder therefor; I further certify that the sale was fairly made.

George W. Scible  
George W. Scible, Auctioneer

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I hereby certify that on this 17th day of December, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Virginia E. Jones, Vice President of The Arthur M. Jones Building Corporation, a body corporate of the State of Maryland, the purchaser of the real estate described on the reverse side hereof and made oath in due form of law:

1. That in this purchase she was acting as agent for The Arthur M. Jones Building Corporation.
2. That there is no other person or corporation interested in this purchase.
3. That she as agent, has not, directly or indirectly, discouraged anyone from bidding for the said property and that the sale was open to all bidders.

THE ARTHUR M. JONES BUILDING CORPORATION

By Virginia E. Jones  
Virginia E. Jones, Vice President

WITNESS my hand and Notarial Seal.

Frederick R. Rasmussen  
Notary Public

FILED

1963 DEC 17 PM 3:03

IN THE MATTER OF THE SALE OF \* IN THE CIRCUIT COURT  
 THE MORTGAGED REAL ESTATE OF \* FOR  
 ALPHONSE G. ADDISON AND \* ANNE ARUNDEL COUNTY  
 DOROTHY E. ADDISON, HIS WIFE, \* EQUITY NO. 15,985

\*\*\*\*\*

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE Report of Sale of George E. Rullman, Attorney named in the Mortgage filed in these proceedings, respectfully shows:

THAT under and by virtue of the power of sale contained in a mortgage from Alphonse G. Addison and Dorothy E. Addison, his wife, dated March 24, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1283, folio 17, to make sale of the property therein described, in case of default and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said Mortgage described for sale by public auction at the Court House Door in the City of Annapolis, Maryland, on Tuesday, December 17, 1963, at 10:30 o'clock, a.m., and then and there sold the property to The Arthur M. Jones Building Corporation, a body corporate of the State of Maryland, at and for the sum of Twenty Thousand Five Hundred Dollars (\$20,500.00), it then and there being the highest bidder therefor, which property is described as follows:

ALL that lot or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and more particularly described as follows, that is to say:-

BEGINNING for the same at an iron pipe herefound on the South side of Best Gate Road, which marks the Northeasternmost corner of that conveyance from Louis Strauss, et al, to Samuel J. Katcef and wife, by deed dated October, 1954, and recorded among the Land Records of Anne Arundel

FILED  
 1963 DEC 17 PM 3:03

County, Maryland, in Liber J.H.H. 874, folio 359, thence from the point of beginning so fixed and binding on the South side of Best Gate Road North 78° 11' East 250.94 feet to a pipe set on the southwesternmost side of a fifty (50) foot strip of land as described in a deed from Frank Parker and wife to William J. McWilliams, Trustee, by deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 799, folio 317, thence leaving said side of Best Gate Road and with the southwesternmost side of said fifty foot strip of ground with use in common South 34° 37' East 724.46 feet to a pipe set in the North 71° East 247.0 foot line of that conveyance from the Farmers National Bank of Annapolis to Frank Parker by deed dated August 29, 1908, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.W. 79, folio 398, thence with the southernmost outline of the aforesaid conveyance as now corrected for magnetic variation reversley South 68° 55' West 202.57 feet to a pipe set, thence South 80° 55' West 239.25 feet to a pipe set, thence North 77° 05' West 231.0 feet to a pipe herefound which marks the southeasternmost corner of the above mentioned conveyance from Louis Strauss, et al, to Samuel J. Katcef and wife, thence with the easternmost outline of the aforesaid conveyance North 0° 35' West 603.86 feet to the point of beginning. Containing 7.07 acres of land, more or less, according to a survey, a plat made by T. T. Pantaleo, Registered Land Surveyor, in October 1956.

BEING the identical property which was conveyed to Alphonse G. Addison and Dorothy E. Addison, his wife, the Mortgagors herein, by Frank Parker and Ann M. Parker, by deed dated November 20, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1081, folio 106.

AND the said Attorney further reports that he has received from the said purchaser the deposit as required by the terms of sale, and has also received the purchaser's agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of six per cent (6%) per annum to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to the day of sale.

18

Respectfully submitted,

George E. Rullman  
George E. Rullman,  
Attorney named in Mortgage

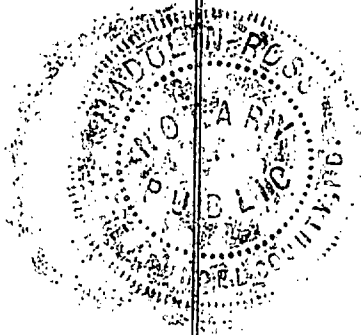
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I Hereby Certify that on this 17th day of December, 1963,  
before me, the subscriber, a Notary Public of the State of Maryland, in and  
for the County aforesaid, personally appeared GEORGE E. RULLMAN, Attorney as  
aforesaid, and made oath in due form of law that the matters and facts  
stated in the foregoing Report of Sale are true as therein set forth and  
that the sale was fairly made.

Witness my hand and Notarial Seal.

Madolin Ross  
Madolin Ross      Notary Public

My Commission expires May 3, 1965.



**Public Sale**  
**Of Valuable**  
**Residence Property**

SITUATE IN THE SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, ON BEST GATE ROAD, 7.07 ACRES, IMPROVED BY A FRAME DWELLING CONTAINING SEVEN ROOMS AND BATH WITH COMPOSITION ROOF, HOT AIR HEAT.

Under and by virtue of the power of sale contained in a mortgage from Alphonse G. Addison and Dorothy E. Addison, his wife, dated March 24, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1283, folio 17, the undersigned Attorney named in said mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

**Tues., Dec. 17, 1963**

**at 10:30 o'clock A.M.**

the following described property, namely:

ALL that lot or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and more particularly described as follows, that is to say:—

BEGINNING for the same at an iron pipe herefound on the South side of Best Gate Road, which marks the Northeasternmost corner of that conveyance from Louis Strauss, et al, to Samuel J. Katcef and wife, by deed dated October, 1954, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. 874, folio 359, thence from the point of beginning so fixed and binding on the South side of Best Gate Road North 78 degrees 11' East 250.94 feet to a pipe set on the southwesternmost side of a fifty (50) foot strip of land as described in a deed from Frank Parker and wife to William J. McWilliams, Trustee, by deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 799, folio 317, thence leaving said side of Best Gate Road and with the southwesternmost side of said fifty foot strip of ground with use in common South 34 degrees 37' East 724.46 feet to a pipe set in the North 71 degrees East 247.0 foot line of that conveyance Bank of Annapolis to Frank Parker by deed dated August 29, 1908, and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.W. 79, folio 398, thence with the southernmost outline of the aforesaid conveyance as now corrected for magnetic variation reversely South 68 degrees 55' West 202.57 feet to a pipe set, thence South 80 degrees 55' West 239.25 feet to a pipe set, thence North 77 degrees 05' West 231.0 feet to a pipe herefound which marks the southeasternmost corner of the above mentioned conveyance from Louis Strauss, et al, to Samuel J. Katcef and wife, thence with the easternmost outline of the aforesaid conveyance North 0 degrees 35'

OFFICE OF

**Evening Capital**

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

**CERTIFICATE OF PUBLICATION**

Annapolis, Md., December 16, 1963

We hereby certify, that the annexed \_\_\_\_\_

Public Sale

Alphonse G. Addison

was published in

**Evening Capital**

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 17th

day of December, 1963. The first

insertion being made the 21st day of

November, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

DEC 16, 1963

By A. J. Harrison

15,985

LIBER

152

PAGE

109

No.

16

West 603.86 feet to the point of beginning. Containing 7.07 acres of land, more or less, according to a survey, a plat made by T.T. Pantaleo, Registered Land Surveyor in October, 1956.

BEING the identical property which was conveyed to Alphonse G. Addison and Dorothy E. Addison, his wife, the Mortgagors herein, by Frank Parker and Ann M. Parker, by deed dated November 20, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1081, folio 106.

TERMS OF SALE: A deposit of ten per cent (10 per cent) of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of six per cent (6 per cent) per annum, to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to the day of sale.

GEORGE E. RULLMAN  
Attorney named in Mortgage  
140 South Street  
Annapolis, Maryland  
COlonial 3-4433

GEORGE W. SCIBLE,  
Auctioneer D-12

ORDER NISI

LIBER 152 PAGE 111

IN THE MATTER OF THE SALE OF  
THE MORTGAGED REAL ESTATE OF  
ALPHONSE G. ADDISON AND  
~~XXXXXX~~  
DOROTHY E. ADDISON, HIS WIFE

IN THE  
CIRCUIT COURT

FOR  
ANNE ARUNDEL COUNTY

No. 15,985 Equity

Ordered, this 17th day of December, 19 63, That the sale of the property in these proceedings mentioned made and reported by George E. Rullman, Attorney named in the Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of January next.

The report states that the amount of sale was \$ 20,500.00

*Louis N. Phipps* Clerk.

True Copy,

TEST: Clerk.

George E. Rullman, Attv. Evening Capital (Dec. 21, edition)  
(Final Order)

IN THE MATTER OF THE SALE OF  
THE MORTGAGED REAL ESTATE OF  
~~XXXXXX~~  
ALPHONSE G. ADDISON AND  
DOROTHY E. ADDISON, HIS WIFE

IN THE  
CIRCUIT COURT

FOR  
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23rd day of January, 1964 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

*O. Brown Duckett*  
JUDGE.

FILED

564 JAN 23 PM 4:13

LIBER 152 PAGE 112  
BOOK 12 PAGE 272

No. 15,985 Equity

## MORTGAGEES OR ATTORNEYS BOND.

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne  
Arundel County, State of Maryland,

\_\_\_\_\_ as principal  
and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of  
New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of  
FIVE HUNDRED \_\_\_\_\_ Dollars,  
to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we  
bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly  
and severally, firmly by these presents, sealed with our seals and dated this 17th  
day of December, in the year of our Lord 1963.

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Alphonse G. Addison & Dorothy E. Addison,  
his wife, to First Federal Savings & Loan Association  
of Annapolis  
bearing date the 24th day of March, 1959  
\_\_\_\_\_ and recorded among the Land mortgage records of Anne Arundel County  
in Liber G.T.C. No. 1283, Folio 17 and \_\_\_\_\_

is about to sell the land and premises described in said mortgage, default having been made in the payment of  
the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden  
George E. Rullman

do and shall well and truly and faithfully perform the trust reposed in him  
under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any  
Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obliga-  
tion to be void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden George E. Rullman

has hereto set his hand and seal and the said body corporate has caused these presents to be duly  
signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered  
in the Presence of

Madelin Ross  
Madelin Ross

George E. Rullman [SEAL]  
George E. Rullman

[SEAL]

As to Surety

Mary F. Whedbee  
Mary F. Whedbee

By

NATIONAL SURETY CORPORATION

Rose M. Bausch  
Rose M. Bausch Attorney-in-fact

Attorney-in-fact

Additional  
Bond approved this 23rd day of Dec., 1963

Louis H. Phipps, Clerk

FILED

1963 DEC 23 AM 11:28



# NATIONAL SURETY CORPORATION

A Member of The FUND Insurance Companies

LIBER 152 PAGE 113

## GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that NATIONAL SURETY CORPORATION, a Corporation duly organized and existing under the laws of the State of New York, and having its principal office in the City of New York, New York, and its home office in the City and County of San Francisco, California, (hereinafter called the Corporation), has made, constituted and appointed, and does by these presents make, constitute and appoint

ROSE M. BAUSCH

of BALTIMORE and State of MARYLAND  
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver ANY AND ALL BONDS, RECOGNIZANCES, CONTRACTS, AGREEMENTS OF INDEMNITY AND OTHER CONDITIONAL OR OBLIGATORY UNDERTAKINGS;

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

IN WITNESS WHEREOF, NATIONAL SURETY CORPORATION has caused these presents to be signed by its Vice President, attested by its Assistant Secretary, and its corporate seal to be hereto affixed this 1ST day of MARCH A.D., 19 61

NATIONAL SURETY CORPORATION

By C. A. KEPPLER  
Vice President

[Seal]

ATTEST: H. L. JOHNSON  
Assistant Secretary

STATE OF NEW YORK  
COUNTY OF NEW YORK } ss.:

On this 1ST day of MARCH A.D., 19 61, before me personally came C. A. KEPPLER, to me known, who, being by me duly sworn, did depose and say, that he is Vice President of NATIONAL SURETY CORPORATION, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order. And said C. A. KEPPLER further said that he is acquainted with H. L. JOHNSON and knows him to be an Assistant Secretary of said Corporation; and that he executed the above instrument.

GEORGE SCHULMAN

Notary Public

STATE OF NEW YORK  
COUNTY OF NEW YORK } ss.:

I, H. L. JOHNSON, Assistant Secretary of NATIONAL SURETY CORPORATION, do hereby certify that the following is a full, true and correct copy of Article VIII of the By-laws of the NATIONAL SURETY CORPORATION adopted on the 25th day of October, 1955, and now in full force and effect, to wit:

### ARTICLE VIII Appointment and Authority of Resident Assistant Secretaries, and Attorneys-in-Fact and Agents to Accept Legal Process and Make Appearances.

"SECTION 30. APPOINTMENT. The President, any Vice President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

"SECTION 31. AUTHORITY. The authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of NATIONAL SURETY CORPORATION, this 1ST day of MARCH, 19 61

H. L. JOHNSON

Assistant Secretary of  
NATIONAL SURETY CORPORATION

STATE OF MARYLAND } ss.:

CATHERINE F. MINDERLEIN, Resident Assistant Secretary of NATIONAL SURETY CORPORATION, a corporation of the State of New York, do hereby certify that the above and foregoing is a full, true and correct copy of the original power of attorney issued by said Corporation and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original. Said power of attorney is in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at the City of BALTIMORE, this 17 day of December, 1963

Catherine F. Minderlein  
Resident Assistant Secretary

## Order nisi

IN THE CIRCUIT COURT FOR  
ANNE ARUNDEL COUNTY  
NO. 15,985 Equity

IN THE MATTER OF THE  
SALE OF THE MORTGAGED  
REAL ESTATE OF  
ALPHONSE G. ADDISON and  
DOROTHY E. ADDISON, his  
wife

Ordered, this 17th day of December, 1963, That the sale of the property in these proceedings mentioned made and reported by George E. Rullman, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of January next.

The report states that the amount of sale was \$20,500.00

LOUIS N. PHIPPS, Clerk.  
True Copy. TEST:  
LOUIS N. PHIPPS, Clerk.

J-11

504  
JAN 13 AM 9:52

FILED

No. E. C. 1998

19

OFFICE OF

## Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., January 11, 1964

We hereby certify, that the annexed

Order nisi Sale  
Eq. 15,985  
Alphonse G. Addison

was published in

## Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 22nd

day of January, 1964. The first

insertion being made the 21st day of

December, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 152 PAGE 114

In the Case of  
The Mortgaged Real Estate of Alphonse G.  
Addison & Dorothy E. Addison, his wife

VS.

In the  
Circuit Court

For

Anne Arundel County

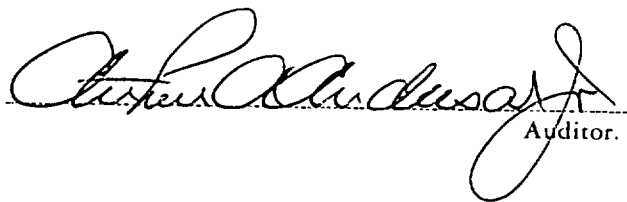
No. 15,985

Equity

To the Honorable, the Judges of said Court:

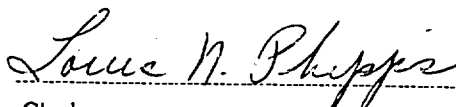
The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.

  
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 4<sup>th</sup> day of March, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

  
Clerk  
Per: algankowski, deputy

FILED

504 MAR -4 AM 10 35

504 FEB 17 PM 3:29

In Acct. with George E. Rullman, Attorney Named in Mortgage

		Cr.			
By	Amount of Sale, as per Attorney's Report				
	of Sale filed			20,500	00
By	Interest, 6%, on deferred payment,				
	\$18,450.00 from 12/17/63 to 2/5/64			153	85
					20,653 85
To	Attorney, for fee, viz	50	00		
To	Attorney, for commission, viz	645	00		
				695	00
To	Attorney, for Court costs, viz				
	Plaintiff's Solicitor, appearance fee	10	00		
	Clerk, Court costs	40	00		
	Auditor, this account	30	00		
				80	00
To	Attorney, for expenses				
	Capital-Gazette Press, Inc.				
	Advertising & Nisi - Sale	141	00		
	Speer Publications, Inc. - Hand Bills	17	00		
	Nat'l Surety Corporation - Bond	82	00		
	George W. Scible - Auctioneer's Fee	200	00		
	Adjustment, 1963 taxes, from 1/1/63 to				
	12/17/63	270	53		
	$\frac{1}{2}$ Federal & State Revenue stamps	22	55		
	Notary fees	2	00		
				735	08
To	First Federal Savings & Loan Assoc. of				
	Annapolis, Mortgagee, in full for Mort-				
	gage claim	16,385	59		
	Interest, 6%, on principal balance,				
	\$16,222.64, from 12/1/63 to 3/1/64	245	83		
				16,631	42
To	Arthur M. Jones & Virginia E. Jones, his				
	wife, on account of judgment claim filed				
	(Law No. A-4593)	2,512	35		

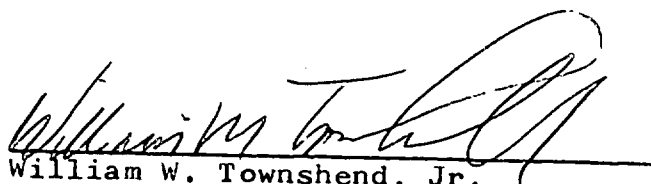
2,512.35

20,653.85

In the Matter of the	:	No. 6, 669	Equity
Mortgaged Real Estate of	:	In the	
Theodore J. deKanter and	:	Circuit Court	
Jeannette S. deKanter, his	:	for	
wife	:	Anne Arundel County	
	:		

Mr. Clerk:

Please docket the above entitled cause and file the original mortgage herewith.

  
 William W. Townshend, Jr.  
 Attorney named in mortgage

FILED

1963 DEC -2 AM 11:22

LIBER 152 PAGE 118

Equity No. 16,009

BOOK 1512 PAGE 491

**This Mortgage,**

Purchase Money

made this 29th day of September  
in the year one thousand nine hundred and sixty-one, between THEODORE J. deKANTER  
and JEANNETTE S. deKANTER, his wife of Anne Arundel County in the

State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION  
OF GLEN BURNIE, MARYLAND

a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor(s) the sum of

TEN THOUSAND ONE HUNDRED FIFTY DOLLARS ----- (\$10,150.00)

Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagor(s) agree to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of SEVENTY THREE DOLLARS ----- (\$73.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; the first of said payments, however, being due and payable on or before the 1st day of November 1961.

The said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

The due execution of this mortgage was a condition precedent to the granting of said advance.

And the said Mortgagor(s) shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW, THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said mortgagor(s) do grant, convey and assign unto said Mortgagee, its successors and assigns, all those

lot(s) of ground situate and lying in Seventh Election District, Anne Arundel Co., State of Maryland and described as follows:

KNOWN AND DESIGNATED as Lots Nos. 38, 39, 40, 41 and 42, Block G, as shown on the Plat of Snug Harbor, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 10, Folio 8.

BEING the same property conveyed unto the within-named Mortgagors by Carl E. Price and Mary C. Price, his wife, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1963 DEC -2 AM 11:22

LIBER 152 PAGE 119

BOOK 1512 PAGE 492

The said Mortgagor(s) agree(s) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators, built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The foregoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

Together with the improvements thereon, and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple.

If, however the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said Mortgagor(s), for **themselves, their**

heirs, personal representatives or assigns, covenant with the said Mortgagee, its successors or assigns, as follows:

- I. To repay the indebtedness, together with interest, as herein provided.
- II. To keep the buildings on the premises insured against loss by fire and such other hazards as the Mortgagee may require for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee.
- III. Not to remove or demolish any buildings now on the premises and to keep improvements in as good order and repair as at the present time.
- IV. To pay all ground rent, taxes, water rent, fire and life insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable: the Mortgagee being authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.
- V. That the holder of the mortgage in any action to foreclose it, shall be entitled, (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.
- VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.
- VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the foregoing covenants for thirty days.

And it is agreed that until default is made, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said Mortgagor(s) consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 — or any amendments additions, or supplement thereto — of this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by William W. Townshend, Jr., its duly constituted Attorney or Agent under Article 66, Sections 6 to 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient, and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than one hundred dollars;

Second, to the extinguishment of all claims of the Mortgagee, its successors or assigns; and

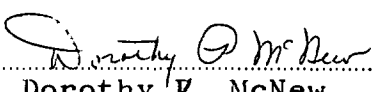
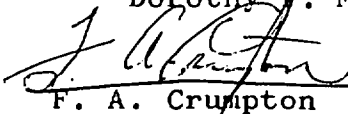
Third, the balance if any, to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns.

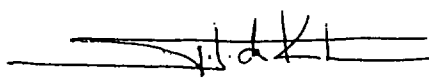
Half of such commissions and all such expenses and costs shall be paid by the Mortgagor(s) or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor(s) covenant to warrant specially said lot(s) of ground and to execute such other assurances thereof as may be requisite.

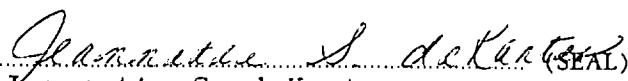
Witness the hand(s) and seal(s) of the said Mortgagor(s).

WITNESS:

  
Dorothy J. McNew  
  
F. A. Crumpton

  
Theodore J. deKanter

(SEAL)

  
Jeannette S. deKanter

(SEAL)



State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 29th day of September, in the year one thousand, nine hundred and sixty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Theodore J. deKanter and ~~Joannette S. deKanter, his wife~~, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) ~~name~~ is subscribed to the within Mortgage, and acknowledged that ~~they~~ he executed the same for the purposes therein contained, and also ~~they~~ he acknowledged the foregoing Mortgage to be ~~their~~ his act. At the same time also appeared WILMER M. JOHNSON, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

*Dorothy P. McNew*  
Dorothy P. McNew  
NOTARY PUBLIC

My Commission expires

WM. W. TOWNSHEND, JR.  
*Attorney*

TOWNS-WORTH BLDG.  
ANNAPOLIS, Md.

## MORTGAGE

FROM

THEODORE J. deKANTER and

JEANNETTE S. deKANTER, his wife

TO

UNITED FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF GLEN BURNIE,  
MARYLAND

Received for record 1677  
19 at o'clock P.M.  
Same day recorded in Liber 8-100  
No. 6791 &c. one of  
the Land Records of Anne Arundel County  
and examined per  
Clerk.

Cost of Record \$  
*11.00*

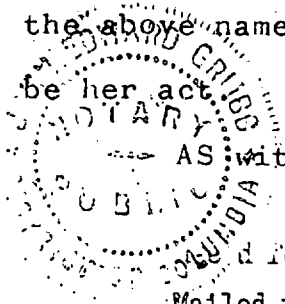
DISTRICT OF COLUMBIA, CITY OF WASHINGTON, TO WIT:

BOOK 1512 PAGE 495

I HEREBY CERTIFY, That on this 29th day of Sept 1961, before me, the subscriber, a Notary Public of the City of Washington, District of Columbia aforesaid, personally appeared Jeannette S. deKanter the above named Mortgagor, and she acknowledged the foregoing Mortgage to be her act.

AS witness my hand and Notarial seal.

Filed for record at 3, 1961 at 3:05 PM. My Comm. as Notary Public  
Mailed to *Wm. W. Townsend, Jr.* John E. Grubb, 11.00



In the Matter of the : No. 16,009 Equity  
 Mortgaged Real Estate of : In the  
 Theodore J. deKanter and : Circuit Court  
 Jeannette S. deKanter, : for  
 his wife : Anne Arundel County  
 :

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Theodore J.  
 deKanter and Jeannette S. deKanter,  
 his wife, to Loyola Federal Savings  
 and Loan Association (formerly United  
 Federal), dated September 29th, 1961  
 and recorded among the Land Records  
 of Anne Arundel County in Liber G.T.C.  
 1512, Folio 491. . . . . \$10,150.00

Less total amount paid on account of  
 principal. . . . . \$520.66  
 Expense Account Overdrawn. . . . . .63  
520.03  
\$ 9,629.97

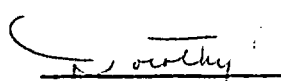
Plus interest to November 30th, 1963 . . . . . 96.29

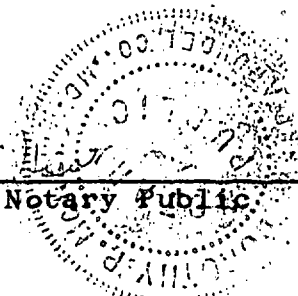
Amount of mortgage indebtedness . . . . . \$ 9,726.26

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of December 1963,  
 before the subscriber, a Notary Public of the State of Maryland,  
 in and for the County aforesaid, personally appeared William W.  
 Townshend, Jr., Attorney named in Mortgage, and he acknowledged  
 the foregoing Statement of Mortgage Claim to be true and just as  
 herein set forth.

WITNESS my hand and Notarial seal.

  
 Dorothy P. McNew, Notary Public



FILED

1963 DEC -2 AM 11:22

LIBER 152 PAGE 123  
AFFIDAVIT OF NON-MILITARY SERVICE

*Equity No. 16,009*

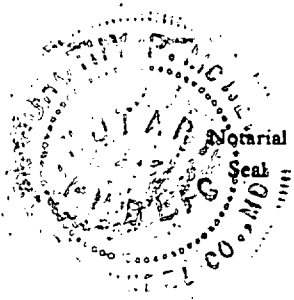
ANNE ARUNDEL COUNTY, }  
STATE OF MARYLAND, } ss:

I hereby certify that, on this 2nd day of December, 1963, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney named in mortgage from Theodore J. deKanter and Jeannette S. deKanter, his wife

to the best of his knowledge, that plaintiff, in the above entitled cause, and made oath, in due form of law, that/defendants  
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

and are not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my  
Notarial Seal, this 2nd day of  
December, 1963.



*Dorothy P. McNew*  
Dorothy P. McNew, Notary Public.

My Commission will expire on:

May 3rd, 1965.

Filed,

FILED  
DEC -2 1963

TOWNS-WORTH BUILDING, SOUTH ST.

ANNAPOLIS, MARYLAND

A T T O R N E Y ' S   S A L E

OF VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Theodore J. deKanter and Jeannette S. deKanter, his wife, dated September 29th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1512, Folio 491, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

MONDAY, DECEMBER 30th, 1963

at 11:00 o'clock A.M.

ALL those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lots Nos. 38, 39, 40, 41 and 42, Block G, as shown on the Plat of Snug Harbor, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 10, Folio 8.

BEING the same property conveyed unto the within-named Theodore J. deKanter and Jeannette S. deKanter, his wife, by Carl E. Price and Mary C. Price, his wife, by deed dated September 29th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1512, Folio 489.

The above property consists of a one story, frame dwelling with modern conveniences.

TERMS OF SALE: A cash deposit will be required of \$750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification

FILED

1963 DEC -2 AM 11:22

of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Attorney  
Towns-Worth Building, South Street  
Annapolis, Maryland

Robert H. Campbell, Auctioneer

-----  
The Maryland Gazette - December 5th, 12th, 19th and 26th, 1963

Please send twenty-five handbills.

#16,009

# The Pennsylvania Insurance Company



A STOCK COMPANY

LIBER 152 PAGE 126  
BOOK 12 PAGE 269

BOND NO. 47 52 52

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., of South Street, Annapolis, Maryland, as Principal, and THE PENNSYLVANIA INSURANCE COMPANY, corporation of the Commonwealth of Pennsylvania authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in full and just sum of TEN THOUSAND FIVE HUNDRED AND NO/100 (\$10,500.00) - DOLLARS - current money to be Paid to the said State of Maryland or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors, and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED this 17th day of December, 1963.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Theodore J. deKanter and Jeannette S. deKanter, his wife, to the Loyola Federal Savings and Loan Association, bearing date on or about the 29th day of September, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1512, Folio 491, the said William W. Townshend, Jr., as Attorney Named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage, in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon the whole or in part; and

WHEREAS, default has occurred in the payment of the principal and interest aforesaid, and the said William W. Townshend, Jr., as Attorney Named in Mortgage is about to execute said power and make sale of the property described in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden William W. Townshend, Jr., does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue by law.

WITNESS AS TO PRINCIPAL:

Saunders G. McNew

William W. Townshend, Jr. (SEAL)  
William W. Townshend, Jr.

Witness as to Surety:

Rosalie Paris

THE PENNSYLVANIA INSURANCE COMPANY

BY Ralph G. Viehman, Jr.  
Ralph G. Viehman, Jr.  
Attorney-in-fact

Bond approved this 20th day of December, 1963

Louis N. Phipps, Clerk

William W. Townshend Jr.  
Attorney  
Towns-Worth Building, South St.  
Annapolis, Maryland

## Attorney's Sale

Of Valuable Improved  
Fee Simple Real Estate

Under and by virtue of power of sale contained in a mortgage from Theodore J. deKanter and Jeannette S. deKanter, his wife, dated September 29th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1512, Folio 491, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

Mon., Dec. 30, 1963  
at 11:00 o'clock A.M.

ALL those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lots Nos. 38, 39, 40, 41 and 42, Block G, as shown on the Plat of Snug Harbor, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 10, Folio 8.

BEING the same property conveyed unto the within-named Theodore J. deKanter and Jeannette S. deKanter, his wife, by Carl E. Price and Mary C. Price, his wife, by deed dated September 29th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1512, Folio 489.

The above property consists of a one story, frame dwelling with modern conveniences.

No 11  
TERMS OF SALE: A cash deposit will be required of \$750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr.  
Attorney  
Towns-Worth Building  
South Street  
Annapolis, Maryland

Robert H. Campbell  
Auctioneer

D-23

OFFICE OF

## Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

### CERTIFICATE OF PUBLICATION

Annapolis, Md., December 26, 1963

We hereby certify, that the annexed

Attorney's Sale  
No. 16, 209 Equity  
Theodore J. deKanter

was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 30th

day of December, 1963. The first

insertion being made the 5th

December, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

DEC 27 PM 4:30

By

H. Tilghman

LIBER 152 PAGE 127

ROBERT H. CAMPBELL - - - Auctioneer

William W. Townshend, Jr., Attorney  
Towns-Worth Building, South St.  
Annapolis, Maryland

LIBER 152  
PAGE 128

# ATTORNEY'S SALE

## OF VALUABLE IMPROVED

# FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Theodore J. deKanter and Jeannette S. deKanter, his wife, dated September 29th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1512, Folio 491, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

## Monday, December 30th, 1963

AT 11:00 O'CLOCK A.M.

ALL those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lots Nos. 38, 39, 40, 41 and 42, Block G, as shown on the Plat of Snug Harbor, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 10, Folio 8.

BEING the same property conveyed unto the within-named Theodore J. deKanter and Jeannette S. deKanter, his wife, by Carl E. Price, and Mary C. Price, his wife, by deed dated September 29th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1512, Folio 489.

The above property consists of a one story, frame dwelling with modern conveniences.

**TERMS OF SALE:** A cash deposit will be required of \$750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Attorney  
Towns-Worth Building, South Street  
Annapolis, Maryland

FILED

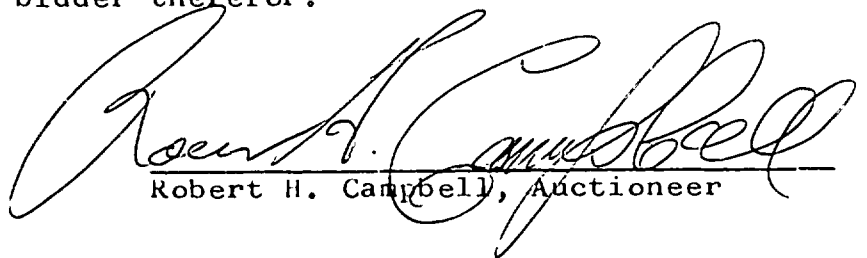
1964 JAN -2 PM 12:20

12

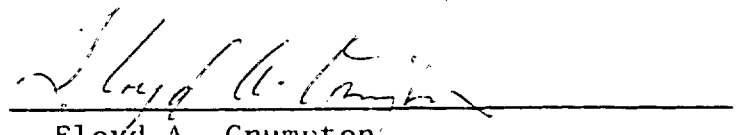
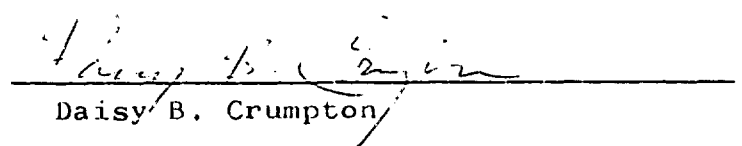


Annapolis, Maryland  
December 30, 1963

I hereby certify that I have this 30th day of December 1963, sold the property described on the reverse hereof unto  
FLOYD A. CRUMPTON and DAISY B. CRUMPTON, his wife  
at and for the sum of EIGHT THOUSAND SEVEN HUNDRED DOLLARS (\$8,700.00)  
being then and there the highest bidder therefor.

  
Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this 30th day of December 1963  
purchased from William W. Townshend, Jr., the property described on the  
reverse hereof, at and for the sum of EIGHT THOUSAND SEVEN HUNDRED DOLLARS  
(\$8,700.00)  
and I/we hereby agree to comply with the terms of sale.

  
Floyd A. Crumpton  
  
Daisy B. CrumptonFILED  
1964 JAN -2 PM 12:20

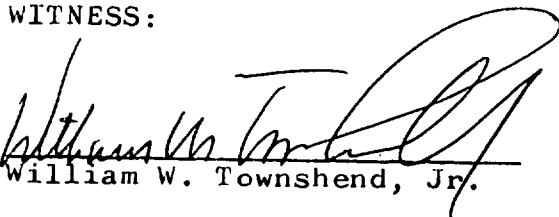
In the Matter of the : No. 16,009 Equity  
 Mortgaged Real Estate of : In the  
 Theodore J. deKanter and : Circuit Court  
 Jeannette S. deKanter, : for  
 his wife : Anne Arundel County  
 :

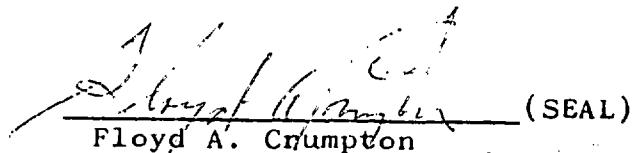
AFFIDAVIT OF PURCHASER(S)

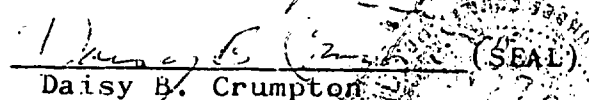
I/we hereby certify that on this 30th day of December, 1963, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Floyd A. Crumpton and Daisy B. Crumpton, his wife, the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) they were not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) they had not directly or indirectly discouraged anyone from bidding for the said property.

WITNESS the hand(s) and seal(s) of the purchaser(s).

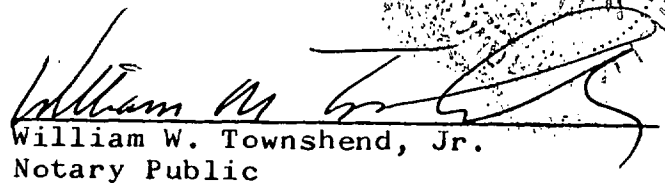
WITNESS:

  
 William W. Townshend, Jr.

 (SEAL)  
 Floyd A. Crumpton

 (SEAL)  
 Daisy B. Crumpton

WITNESS my hand and Notarial seal.

  
 William W. Townshend, Jr.  
 Notary Public

FILED

1964 JAN -2 PM 12:20

In the Matter of the : No. 16.009 Equity  
Mortgaged Real Estate of : In the  
Theodore J. deKanter and : Circuit Court  
Jeannette S. deKanter, his : for  
wife : Anne Arundel County  
:

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of William W. Townshend, Jr., Attorney named in mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Theodore J. deKanter and Jeannette S. deKanter, his wife, dated September 29th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1512, Folio 491, said William W. Townshend, Jr., Attorney named in aforesaid mortgage, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given the notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper published in Anne Arundel County, State of Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Monday, December 30th, 1963, at 11:00 o'clock A.M., and then and there sold the said property to Floyd A. Crumpton and Daisy B. Crumpton, his wife, at and for the sum of EIGHT THOUSAND SEVEN HUNDRED DOLLARS (\$8,700.00), being at that figure the highest bidders therefor, said property described as follows:

ALL those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lots Nos. 38, 39, 40, 41 and 42, Block G, as shown on the Plat of Snug Harbor, which Plat is recorded .

1504 JAN-2 PM 12:20

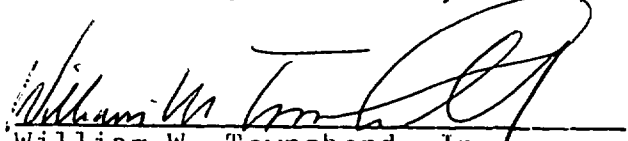
RECORDED

among the Plat Records of Anne Arundel County in Plat Book 10, Folio 8.

BEING the same property conveyed unto Theodore J. deKanter and Jeannette S. deKanter, his wife, by Carl E. Price and Mary C. Price, his wife, by deed dated September 29th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1512, Folio 489.

AND the said Attorney further reports that he has received from the said purchasers a deposit as required by the terms of sale and has also required the Purchasers' Agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A cash deposit will be required of \$750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

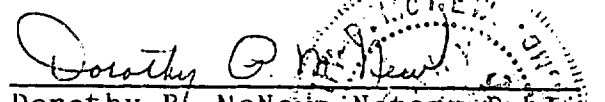
Respectfully submitted,

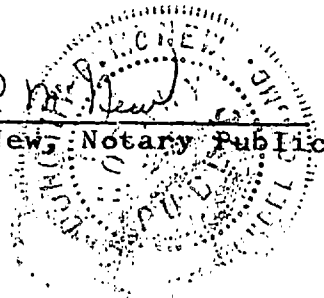
  
William W. Townshend, Jr.  
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 30th day of December 1963, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial seal.

  
Dorothy P. McNew, Notary Public



# ORDER NISI

IN THE MATTER OF THE MORTGAGED  
REAL ESTATE OF THEODORE J. deKANTER  
and JEANNETTE S. deKANTER, his wife

~~XXXXX~~

LIBER 152 PAGE 133  
IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,009 Equity

Ordered, this 2nd day of January, 1964, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of February next.

The report states that the amount of sale was \$ 8,700.00

*Louis J. Phypers*

Clerk.

True Copy,

Wm.W. Townshend, Jr., Atty. TEST: Md. Gazette (for Jan. 9 edition) Clerk.  
(Final Order)

IN THE MATTER OF THE MORTGAGED REAL  
ESTATE OF THEODORE J. deKANTER and  
JEANNETTE S. deKANTER, his wife

~~XXXXX~~

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of February, 1964 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

*George Sachs*  
JUDGE.

FILED

1964 FEB 13 AM 9:15

William W. Townshend, Jr.  
Attorney  
Townsworth Building  
Annapolis, Md.

## Order Nisi

IN THE CIRCUIT COURT FOR  
ANNE ARUNDEL COUNTY  
NO. 16,009 EQUITY

In the Matter of the Mortgaged  
Real Estate of THEODORE J.  
deKANTER and JEANNETTE  
S. deKANTER, his wife

Ordered, this 2nd day of  
January, 1964, That the sale of  
the property in these proceed-  
ings mentioned made and re-  
ported by William W. Townshend,  
Jr., Attorney named in Mort-  
gage BE RATIFIED AND CON-  
FIRMED, unless cause to the  
contrary thereof be shown on or  
before the 10th day of February  
next: Provided, a copy of this  
Order be inserted in some news-  
paper published in Anne Arun-  
del County, once in each of  
three successive weeks before  
the 10th day of February next.

The report states that the  
amount of sale was \$8,700.00.

LOUIS N. PHIPPS  
Clerk

True Copy. TEST:  
LOUIS N. PHIPPS  
Clerk

J-30

OFFICE OF

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING.

## CERTIFICATE OF PUBLICATION

Annapolis, Md., January 31, 1964

We hereby certify, that the annexed

Order Nisi Sale  
Eq. 16,009  
Theodore J. de Kanter

was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel  
County, Maryland, once a week for 4

successive weeks before the 10th  
day of February, 1964. The first  
insertion being made the 9th day of

January, 1964.

FILED THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 1865

1964 FEB -3 AM 10:26

By H. Tilghman

LIBER 152 PAGE 134

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

THEODORE J. deKANTER AND JEANETTE S. deKANTER,

HIS WIFE

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16,009

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.

February 19, 1964

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 6<sup>th</sup> day of March, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Clerk  
Per:

, deputy

FILED

1964 MAR -6 PM 2:17

1964 FEB 19 PM 2:45

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF THEODORE J. deKANTER AND  
JEANNETTE S. deKANTER, HIS WIFE

In Acct. with WILLIAM W. TOWNSHEND, JR., ATTORNEY NAMED IN MORTGAGE

Cr.

1963					
December	30	Proceeds of sale	8,700	00	
		Interest on deferred payment of 7,950.00 from 12/30/63 to 2/18/64	66	78	8,766 78
					8,766 78
		To Attorney for fee, viz:	100	00	
		To Attorney for commissions, viz:	293	00	393 00
		To Attorney for Court costs, viz:			
		Plaintiffs Solicitors Appearance fee	10	00	
		Clerk of Courts - Court costs	28	00	
		Auditor - stating this account	22	50	60 50
		To Attorney for expenses, viz:			
		Capital-Gazette Press - Advertising sale	71	76	
		Capital-Gazette Press - Order Nisi, sale	15	00	
		Speer Publications - Handbills	17	00	
		Robert H. Campbell - Auctioneers fee	45	00	
		Pennsylvania Insurance Co. - Bond premium	42	00	
		One-half cost documentary stamps	14	85	
		Dorothy P. McNew - Notary fees	1	50	207 11
		To Loyola Federal Savings and Loan Assn. this balance on account of claim filed	8,106	17	8,106 17
					8,766 78
		Amount of mortgage claim filed	9,726	26	
		Interest on Principal balance of 9,629.97 from 11/30/63 to 3/6/64 - 96 days @ 6%	151	96	
			9,878	22	
		CREDIT - Amount allowed above	8,106	17	
		BALANCE SUBJECT TO DECREE IN PERSONAM	1,772	05	



JOSEPH F. SWEENEY  
Woodland Beach  
Edgewater, Maryland

LIBER 152 PAGE 137

IN THE

Complainant

vs

Margaret Sweeney, Wife of  
Joseph F. Sweeney  
Woodland Beach  
Edgewater, Maryland

CIRCUIT COURT

and

Margaret Sweeney, Widow of  
Thomas E. Sweeney  
Riva Convalescent Home  
Riva, Maryland

FOR

and

Charles Andrews & Anna  
Sweeney Andrews, Wife  
3544 South Florida Avenue  
Lakeland, Florida

ANNE ARUNDEL COUNTY

and

James Stockett & Mary Lou  
Kirchner Stockett, Wife  
Woodland Beach  
Edgewater, Maryland

EQUITY NO. 15,782

and

John A. Kirchner, Widower of  
Mary Sweeney Kirchner  
Woodland Beach  
Edgewater, Maryland

and

John Kirchner, Minor  
Woodland Beach  
Edgewater, Maryland

and

Margaret Kirchner, Minor  
Woodland Beach  
Edgewater, Maryland

and

Marguerite Kirchner, Minor  
Woodland Beach  
Edgewater, Maryland

AND

Elizabeth Ann Kirchner, Minor  
Woodland Beach  
Edgewater, Maryland

FILED

1963 AUG -7 AM 10:15

FRANK B. WALSH, JR.  
ATTORNEY AT LAW  
15 SCHOOL STREET  
ANNAPOLIS, MARYLAND

Kathleen Kirchner, Minor  
Woodland Beach  
Edgewater, Maryland

LIBER 152 PAGE 138

IN THE

and

Robin Kirchner, Minor  
Woodland Beach  
Edgewater, Maryland

and

Philip Sweeney & Elizabeth  
Sweeney, Wife  
Severn Grove Road  
Annapolis, Maryland

CIRCUIT

COURT

and

Robert Dunaway & Eleanor  
Sweeney Dunaway, Wife  
Monroe Court  
Annapolis, Maryland

and

FOR

Harry Durm & Elva Sweeney  
Durm, Wife  
8 Harding Road  
Glen Burnie, Maryland

and

Frank Skubal & Elizabeth  
Sweeney Skubal, Wife  
Best Gate Road  
Annapolis, Maryland

ANNE ARUNDEL COUNTY

and

John H. Sweeney and  
Elizabeth Sweeney  
Market Place  
Annapolis, Maryland

and

EQUITY NO. 15,782

Thomas B. Sweeney & Leona  
Wheeler Sweeney, Wife  
Woodland Beach  
Edgewater, Maryland

Respondents

FRANK B. WALSH, JR.  
ATTORNEY AT LAW  
15 SCHOOL STREET  
ANNAPOLIS, MARYLAND

BILL OF COMPLAINT FOR PARTITION OF  
REAL ESTATE

TO THE HONORABLE JUDGES OF SAID COURT:-

Joseph F. Sweeney, Complainant, by Frank B. Walsh, Jr.,  
his solicitor, respectfully represents as follows:

1.

That Thomas Eugene Sweeney, late of Anne Arundel County,  
State of Maryland, deceased, was in his lifetime, and at the time  
of his death, seized and possessed, in fee simple absolutely, of  
real estate situate lying and being in the Sixth Election District  
of Anne Arundel County (formerly the Second Election District),  
and being more fully described in a deed dated the 8th day of  
June, 1946, from Violet M. Ford Brooks and Charles Nelson Brooks,  
Jr., her husband, to Thomas Eugene Sweeney, said deed being  
recorded among the Land Records of Anne Arundel County in Liber  
J.H.H. 362, folio 390; said original deed being attached hereto  
and to be deemed a part hereof marked Complainants "Exhibit A".

2.

That being so seized, the said Thomas Eugene Sweeney  
departed this life during the month of July, 1956, intestate, and  
left surviving him his wife, Margaret Sweeney and nine (9) children,  
namely, Joseph F. Sweeney, Thomas B. Sweeney, Philip R. Sweeney,  
Eleanor Sweeney Dunaway, John H. Sweeney, Elva Sweeney Durm,  
Elizabeth Sweeney Skubal, Anna Sweeney Andrews and Mary Sweeney  
Kirchner.

3.

That subsequent to the death of Thomas Eugene Sweeney,  
Mary Sweeney Kirchner, one of the aforementioned children, died  
intestate and left surviving her her husband, John A. Kirchner,  
and seven children, namely Mary Lou Stockett, John Kirchner, a  
minor, Margaret Kirchner, a minor, Marguerite Kirchner, a minor,  
Elizabeth Ann Kirchner, a minor, Kathleen Kirchner, a minor, and  
Robin Kirchner, a minor.

That your petitioner, Joseph F. Sweeney, for the purpose of clearing title to the aforementioned real estate of the decedent, was appointed Administrator of the Estate of Thomas Eugene Sweeney by the Orphans Court for Anne Arundel County, State of Maryland, said proceedings being on record in said Orphans Court in Liber G.M.N. Book 2, folio 288.

5.

That your petitioner has received an offer to purchase the aforementioned real estate of Thomas Eugene Sweeney for the sum of Two Thousand Five Hundred (\$2,500.00) Dollars, and he is informed and truly believes that the said offer is a fair and reasonable price for the sale of the property; that all of the adult parties to this proceedings have consented to the said sale at the aforementioned price, but the aforementioned children of Mary Sweeney Kirchner cannot consent due to their minority.

6.

That it would be for the benefit and advantage of the said infants to sell the said real estate, and to invest the proceeds thereof in some productive fund for their benefit.

7.

That the improvements on the aforementioned property of Thomas Eugene Sweeney are not, and for some time past have not been, occupied and are producing no income; that the said improvements are badly in need of repair and are in danger of being condemned.

8.

That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein as above stated, and that, in order to make division of said interests, it will be necessary that said real estate be sold, and the proceeds thereof divided among the parties according to their several interests.

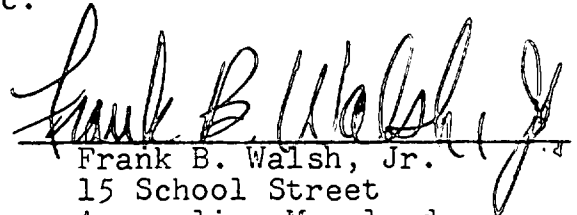
TO THE END THEREFORE:

(1) That a Guardian Ad Litem be appointed to appear and Answer for John Kirchner, Margaret Kirchner, Marguerite Kirchner, Elizabeth Ann Kirchner, Kathleen Kirchner and Robin Kirchner, the minor children of Mary Sweeney Kirchner.

(2) That a decree may be passed for the sale of the said real estate, and the proceeds thereof divided among the parties according to their respective interests.

(3) That your petitioner may have such other and further relief as his case may require.

AND AS IN DUTY BOUND, etc.

  
Frank B. Walsh, Jr.  
15 School Street  
Annapolis, Maryland  
Colonial 3-2001  
Attorney for Complainant

FRANK B. WALSH, JR.  
ATTORNEY AT LAW  
15 SCHOOL STREET  
ANNAPOLIS, MARYLAND

JOSEPH F. SWEENEY	:	IN THE
Complainant	:	
	:	CIRCUIT COURT
vs	:	
	:	FOR
MARGARET SWEENEY, et al	:	
Respondent	:	ANNE ARUNDEL COUNTY
	:	
	:	EQUITY NO. <u>15,782</u>
	:	

PETITION FOR THE APPOINTMENT OF  
GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

Now comes Joseph F. Sweeney, Complainant, in the  
aforegoing proceedings, and respectfully represents, as follows:-

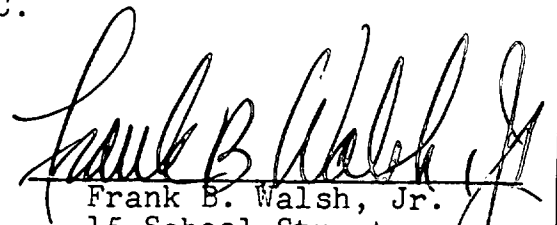
1.

That John Kirchner, Margaret Kirchner, Marguerite  
Kirchner, Elizabeth Ann Kirchner, Kathleen Kirchner and Robin  
Kirchner are infants and cannot answer and defend this suit for  
themselves.

WHEREFORE, your petitioner prays this Honorable Court  
to appoint a guardian ad litem for the said minors to answer and  
defend the foregoing suit.

AND AS IN DUTY BOUND, ETC.

FRANK B. WALSH, JR.  
ATTORNEY AT LAW  
15 SCHOOL STREET  
ANNAPOLIS, MARYLAND

  
Frank B. Walsh, Jr.  
15 School Street  
Annapolis, Maryland  
Colonial 3-2001

FILED

1963 AUG -7 AM 10:16

JOSEPH F. SWEENEY

IN THE

Complainant :

vs

MARGARET SWEENEY, et al

Respondent :

CIRCUIT COURT

FOR

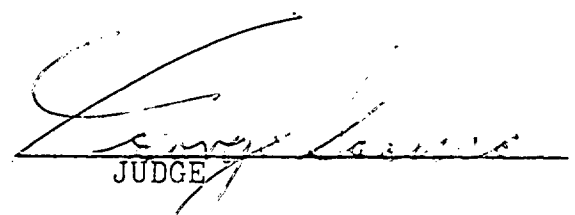
ANNE ARUNDEL COUNTY

EQUITY NO. 15, 782

.....

ORDER OF COURT

The foregoing Petition having been read and considered, it is this 2 day of August, 1963, ORDERED, that James F. ..., be, and he is hereby, appointed guardian ad litem, to answer and defend the interests of the said John Kirchner, Margaret Kirchner, Marguerite Kirchner, Elizabeth Kirchner, Kathleen Kirchner and Robin Kirchner, in this cause.

  
JUDGE

FRANK B. WALSH, JR.  
ATTORNEY AT LAW  
15 SCHOOL STREET  
ANNAPOLIS, MARYLAND

FILED

1963 AUG -8 PM 1:58

LIBER 152 PAGE 144

JOSEPH F. SWEENEY  
Woodland Beach  
Edgewater, Maryland

Complainant

vs

MARGARET SWEENEY, et al

Respondent

IN THE  
CIRCUIT COURT  
FOR  
ANNE ARUNDEL COUNTY

: EQUITY NO. 15,782

::::::::::::::::::

ANSWER TO BILL OF COMPLAINT FOR  
PARTITION OF REAL ESTATE

Now comes Margaret Sweeney, Respondent, in proper person, and in Answer to Bill of Complaint filed against her in the above-entitled cause, says:-

1. That she acknowledges the receipt of a copy of the Bill of Complaint.

2. That she admits the allegations contained in each and every paragraph of the Bill of Complaint.

3. That she does not object to the Bill of Complaint for Partition, and consents to the passage of a decree for the sale of the real estate mentioned therein.

AND AS IN DUTY BOUND, ETC.

*Joseph F. Sweeney*  
*Margaret Sweeney*  
Margaret Sweeney, wife of  
Joseph F. Sweeney

FILED

1963 AUG -7 AM 10:16




STATE OF MARYLAND

LIBER 152 PAGE 145

COUNTY OF ANNE ARUNDEL, SCT.

I HEREBY CERTIFY, that on this 23 day of July, 1963, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Margaret Sweeney, and she acknowledged the foregoing Answer to Bill of Complaint for Partition of Real Estate to be her free deed and act.

Witness, my hand and Notarial Seal.

  
William D. [Signature]  
Notary Public

Copy of Answer to Bill of Complaint for Partition of Real Estate received by Attorney for Complainant.

Frank B. Walsh, Jr.

FRANK B. WALSH, JR.  
ATTORNEY AT LAW  
15 SCHOOL STREET  
ANNAPOLIS, MARYLAND

JOSEPH F. SWEENEY LIBER 152 PAGE 146 IN THE  
Woodland Beach :  
Edgewater, Maryland : CIRCUIT COURT  
Complainant :  
vs : FOR  
MARGARET SWEENEY, et al : ANNE ARUNDEL COUNTY  
Respondent :  
: EQUITY NO. 15,782  
:

.....

ANSWER TO BILL OF COMPLAINT FOR  
PARTITION OF REAL ESTATE

Now comes, Margaret Sweeney, Widow of Thomas E. Sweeney, Respondent, in proper person, and in Answer to the Bill of Complaint filed against her in the above-entitled cause, says:-

1. That she acknowledges the receipt of a copy of the Bill of Complaint.
2. That she admits the allegations contained in each and every paragraph of the Bill of Complaint.
3. That she does not object to the Bill of Complaint for Partition, and consents to the passage of a decree for the sale of the real estate mentioned therein.

AND AS IN DUTY BOUND, ETC.

FRANK B. WALSH, JR.  
ATTORNEY AT LAW  
15 SCHOOL STREET  
ANNAPOLIS, MARYLAND

*Sweeney*  
Margaret Sweeney  
Margaret Sweeney, Widow of  
Thomas E. Sweeney

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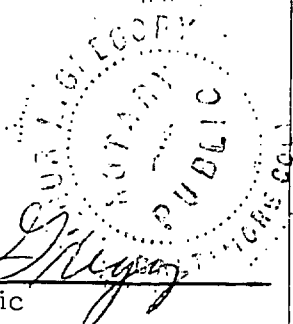
STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL, SCT.

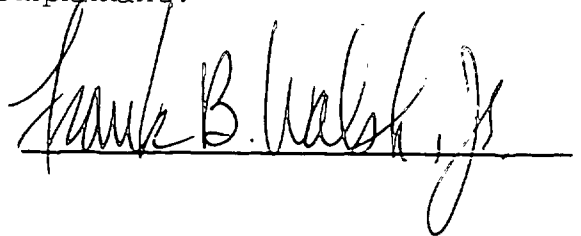
LIBER 152 PAGE 147

I HEREBY CERTIFY, that on this 8 day of July, 1963, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Margaret Sweeney, Widow of Thomas E. Sweeney, and she acknowledged the foregoing Answer to Bill of Complaint for Partition of Real Estate to be her free deed and act.

Witness, my hand and Notarial Seal.

  
William L. Higgins  
Notary Public

Copy of Answer to Bill of Complaint for Partition of Real Estate received by attorney for Complainant.

  
Frank B. Walsh, Jr.

Complainant :  
vs :  
MARGARET SWEENEY, et al :  
Respondent : ANNE ARUNDEL COUNTY  
:  
: EQUITY NO. 15,782

::::::::::::::::::::

ANSWER TO BILL OF COMPLAINT FOR  
PARTITION OF REAL ESTATE

Now comes, Charles Andrews and Anna Sweeney Andrews,  
Wife, Respondents, in proper person, and in Answer to Bill of  
Complaint filed against them in the above-entitled cause, say:-

1. That they acknowledge the receipt of a copy of the  
Bill of Complaint.
2. That they admit the allegations contained in each and  
every paragraph of the Bill of Complaint.
3. That they do not object to the Bill of Complaint for  
Partition, and consent to the passage of a decree for the sale  
of the real estate mentioned therein.

AND AS IN DUTY BOUND, ETC.

FRANK B. WALSH, JR.  
ATTORNEY AT LAW  
15 SCHOOL STREET  
ANNAPOLIS, MARYLAND

Charles Andrews  
Charles Andrews

Anna Sweeney Andrews  
Anna Sweeney Andrews

FILED

1963 AUG -7 AM 10:16

STATE OF FLORIDA  
COUNTY OF

LIBER 152 PAGE 149

I HEREBY CERTIFY, that on this 15 day of July, 1963,  
before me, the subscriber, a Notary Public in and for the State  
and County aforesaid, personally appeared Charles Andrews and  
Anna Sweeney Andrews, Wife, and each acknowledged the foregoing  
Answer to Bill of Complaint for Partition of Real Estate to be  
their free deed and act.

Witness, my hand and Notarial Seal.

NOTARY PUBLIC, STATE of FLORIDA at LARGE  
MY COMMISSION EXPIRES FEB. 27, 1966  
Bonded Through Fred W. Diestelhorst

W. J. Lawrence  
Notary Public

Copy of Answer to Bill of Complaint for Partition of Real  
Estate received by Attorney for Complainant.

Frank B. Walsh, Jr.

FRANK B. WALSH, JR.  
ATTORNEY AT LAW  
15 SCHOOL STREET  
ANNAPOLIS, MARYLAND

Complainant :  
vs :  
MARGARET SWEENEY, et al :  
Respondent :  
CIRCUIT COURT  
FOR  
ANNE ARUNDEL COUNTY  
: EQUITY NO. 15,782

.....

ANSWER TO BILL OF COMPLAINT FOR  
PARTITION OF REAL ESTATE

Now comes, James Stockett and Mary Lou Kirchner Stockett, Wife, Respondents, in proper person, and in Answer to the Bill of Complaint filed against them in the above-entitled cause, say (s):-

1. That they acknowledge the receipt of a copy of the Bill of Complaint.
2. That they admit the allegations contained in each and every paragraph of the Bill of Complaint.
3. That they do not object to the Bill of Complaint for Partition, and consent to the passage of a decree for the sale of the real estate mentioned therein.

AND AS IN DUTY BOUND, ETC.

FRANK B. WALSH, JR.  
ATTORNEY AT LAW  
15 SCHOOL STREET  
ANNAPOLIS, MARYLAND

James Stockett  
James Stockett

Mary Lou Kirchner Stockett  
Mary Lou Kirchner Stockett

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1963 AUG -7 AM 10:16

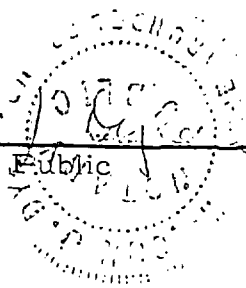
STATE OF MARYLAND

LIBER 152 PAGE 151

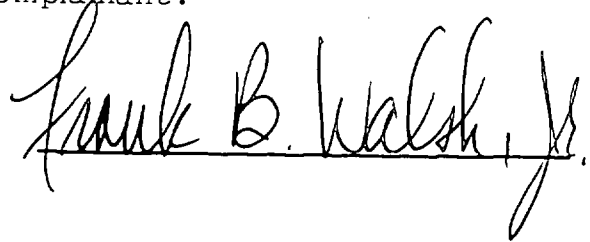
COUNTY OF ANNE ARUNDEL, SCT.

I HEREBY CERTIFY, that on this 17<sup>th</sup> day of July, 1963, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared James Stockett and Mary Lou Kirchner Stockett, Wife, and each acknowledged the foregoing Answer to Bill of Complaint for Partition of Real Estate to be their free deed and act.

Witness, my hand and Notarial Seal.

  
Notary Public

Copy of Answer to Bill of Complaint for Partition of Real Estate received by Attorney for Complainant.



JOSEPH F. SWEENEY

:

IN THE

Complainant

:

CIRCUIT COURT

vs

:

MARGARET SWEENEY, et al

FOR

Respondent

:

ANNE ARUNDEL COUNTY

:

: EQUITY NO. 15,782

: : : : : : : : : : : :

ANSWER TO BILL OF COMPLAINT FOR  
PARTITION OF REAL ESTATE

Now comes, John A. Kirchner, Widower of Mary Sweeney Kirchner, Respondent, in proper person, and in Answer to the Bill of Complaint filed against him in the above-entitled cause, says:-

1. That he acknowledges the receipt of a copy of the Bill of Complaint.
2. That he admits the allegations contained in each and every paragraph of the Bill of Complaint.
3. That he does not object to the Bill of Complaint for Partition, and consents to the passage of a decree for the sale of the real estate mentioned therein.

AND AS IN DUTY BOUND, ETC.

John A Kirchner  
John A Kirchner, Widower of  
Mary Sweeney Kirchner

FRANK B. WALSH, JR.  
ATTORNEY AT LAW  
15 SCHOOL STREET  
ANNAPOLIS, MARYLAND

FILED

1963 AUG -7 AM 10:16




STATE OF MARYLAND

LIBER 152 PAGE 153

COUNTY OF ANNE ARUNDEL, SCT.

I HEREBY CERTIFY, that on this 29<sup>th</sup> day of July, 1963,  
before me, the subscriber, a Notary Public in and for the State  
and County aforesaid, personally appeared <sup>John A.</sup> Frank Kirchner, Widower  
of Mary Sweeney Kirchner, and he acknowledged the foregoing  
Answer to Bill of Complaint for Partition of Real Estate, to be  
his free deed and act.

Witness, my hand and Notarial Seal.

  
Frank B. Walsh, Jr.  
Notary Public

Copy of Answer to Bill of Complaint for Partition of  
Real Estate received by Attorney for Complainant.

Frank B. Walsh, Jr.

JOSEPH F. SWEENEY LIBLR

152 PAGE 154

IN THE

Complainant

: CIRCUIT COURT

vs

:

FOR

MARGARET SWEENEY, et al

:

Respondent

: ANNE ARUNDEL COUNTY

:

EQUITY NO. 15,782

:

.....

ANSWER TO BILL OF COMPLAINT FOR  
PARTITION OF REAL ESTATE

Now comes, Philip Sweeney and Elizabeth Sweeney, Wife, Respondents, in proper person, and in Answer to the Bill of Complaint filed against them in the above-entitled cause, say:--

1. That they acknowledge the receipt of a copy of the Bill of Complaint.
2. That they admit the allegations contained in each and every paragraph of the Bill of Complaint.
3. That they do not object to the Bill of Complaint for Partition, and consent to the passage of a decree for the sale of the real estate mentioned therein.

AND AS IN DUTY BOUND, ETC.

FRANK B. WALSH, JR.  
ATTORNEY AT LAW  
15 SCHOOL STREET  
ANNAPOLIS, MARYLAND

Philip Sweeney  
Philip Sweeney

Elizabeth Sweeney  
Elizabeth Sweeney, Wife

FILED

1963 AUG -7 AM 10:16

18

STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL, SCT.

I HEREBY CERTIFY, that on this 15<sup>th</sup> day of July, 1963,  
before me, the subscriber, a Notary Public in and for the State  
and County aforesaid, personally appeared Philip Sweeney and  
Elizabeth Sweeney, Wife, and each acknowledged the foregoing  
Answer to Bill of Complaint for Partition of Real Estate to be  
their free deed and act.

Witness, my hand and Notarial Seal.

Francis M. Cooke  
Notary Public



Copy of Answer to Bill of Complaint for Partition of  
Real Estate received by Attorney for Complainant.

Frank B. Walsh, Jr.

JOSEPH F. SWEENEY LIBER 152:PAGE 156 IN THE  
Complainant :  
vs : CIRCUIT COURT  
MARGARET SWEENEY, et al : FOR  
Respondent : ANNE ARUNDEL COUNTY  
: EQUITY NO. 15,782  
:

.....

ANSWER TO BILL OF COMPLAINT FOR  
PARTITION OF REAL ESTATE

Now comes, Robert Dunaway and Eleanor Sweeney Dunaway,  
Wife, Respondents, in proper person, and in Answer to Bill of  
Complaint filed against them in the above-entitled cause say (s):--

1. That they acknowledge the receipt of a copy of the Bill  
of Complaint.
2. That they admit the allegations contained in each and  
every paragraph of the Bill of Complaint.
3. That they do not object to the Bill of Complaint for  
Partition, and consent to the passage of a decree for the sale of  
the real estate mentioned therein.

AND AS IN DUTY BOUND, ETC.

*Robert B. Dunaway*  
Robert Dunaway  
*Eleanor Sweeney Dunaway*  
Eleanor Sweeney Dunaway

FILED  
1963 AUG -7 AM 10:16

FRANK B. WALSH, JR.  
ATTORNEY AT LAW  
15 SCHOOL STREET  
ANNAPOLIS, MARYLAND

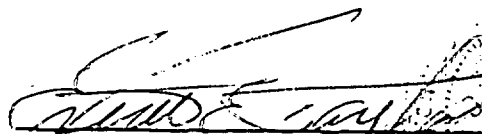
STATE OF MARYLAND

LIBER 152 PAGE 157

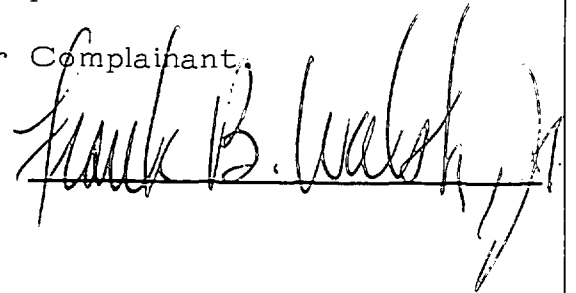
COUNTY OF ANNE ARUNDEL; SCT.

I HEREBY CERTIFY, that on this 14 day of July, 1963, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert Dunaway and Eleanor Sweeney Dunaway and each acknowledged the foregoing Answer to Bill of Complaint for Partition of Real Estate to be their free deed and act.

Witness, my hand and Notarial Seal.

  
Notary Public

Copy of Answer to Bill of Complaint for Partition of Real Estate received by Attorney for Complainant.



FRANK B. WALSH, JR.  
ATTORNEY AT LAW  
15 SCHOOL STREET  
ANNAPOLIS, MARYLAND

20

Complainant : CIRCUIT COURT

VS

: FOR

MARGARET SWEENEY, et al

ANNE ARUNDEL COUNTY

EQUITY NO. 15782

• •

ANSWER TO BILL OF COMPLAINT FOR  
PARTITION OF REAL ESTATE

Now comes, Harry Durm and Elva Sweeney Durm, Wife,  
Respondents, in proper person, and in Answer to the Bill of  
Complaint filed against them in the above-entitled cause, say (s):--

1. That they acknowledge the receipt of a copy of the Bill of Complaint.

2. That they admit the allegations contained in each and every paragraph of the Bill of Complaint.

3. That they do not object to the Bill of Complaint for Partition, and consent to the passage of a decree for the sale of the real estate mentioned therein.

AND AS IN DUTY BOUND, ETC.

FRANK B. WALSH, JR.  
ATTORNEY AT LAW  
15 SCHOOL STREET  
ANNAPOLIS, MARYLAND

Harry Durm

Elva Sweeney Durm  
Elva Sweeney Durm

FILED  
1963 AUG -7 AM 10:16

STATE OF MARYLAND  
COUNTY OF ANNE ARUNDEL

LIBER 152 PAGE 159

I HEREBY CERTIFY, that on this 8 day of July, 1963,  
before me, the subscriber, a Notary Public in and for the State  
and County aforesaid, personally appeared Harry Durm and Elva  
Sweeney Durm, Wife, and each acknowledged the foregoing Answer  
to Bill of Complaint for Partition of Real Estate to be their free  
deed and act.

Witness, my hand and Notarial Seal.

  
Wilbur L. Gregory  
Notary Public

Copy of Answer to Bill of Complaint for Partition of Real  
Estate received by Attorney for Complainant.

Frank B. Walsh, Jr.

JOSEPH F. SWEENEY LIBER 152 PAGE 160 IN THE  
Complainant : CIRCUIT COURT  
vs :  
MARGARET SWEENEY, et al : FOR  
Respondent : ANNE ARUNDEL COUNTY  
: EQUITY NO. 15, 282  
:

.....

ANSWER TO BILL OF COMPLAINT FOR  
PARTITION OF REAL ESTATE

Now comes, Frank Skubal and Elizabeth Sweeney Skubal, Wife, Respondents, in proper person, and in Answer to the Bill of Complaint filed against them in the above-entitled cause, say:-

1. That they acknowledge the receipt of a copy of the Bill of Complaint.
2. That they admit the allegations contained in each and every paragraph of the Bill of Complaint.
3. That they do not object to the Bill of Complaint for Partition, and consent to the passage of a decree for the sale of the real estate mentioned therein.

AND AS IN DUTY BOUND, ETC.

FRANK B. WALSH, JR.  
ATTORNEY AT LAW  
15 SCHOOL STREET  
ANNAPOLIS, MARYLAND

Frank Skubal  
Frank Skubal

Elizabeth Sweeney Skubal  
Elizabeth Sweeney Skubal

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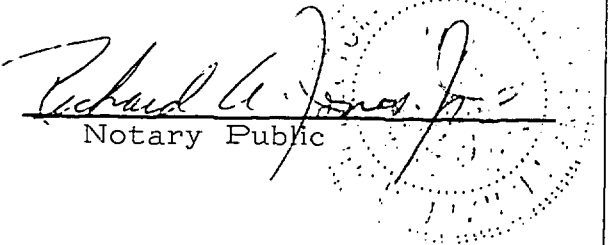
STATE OF MARYLAND

LIBER 152 PAGE 161

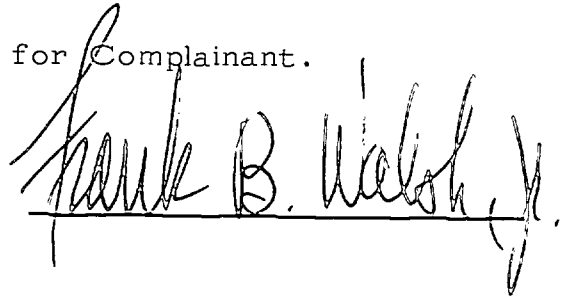
COUNTY OF ANNE ARUNDEL, SCT.

I HEREBY CERTIFY, that on this 8<sup>th</sup> day of July, 1963,  
before me, the subscriber, a Notary Public in and for the State  
and County aforesaid, personally appeared Frank Skubal and  
Elizabeth Sweeney Skubal and each acknowledged the foregoing  
Answer to Bill of Complaint for Partition of Real Estate to be  
their free deed and act.

Witness, my hand and Notarial Seal.

  
Notary Public

Copy of Answer to Bill of Complaint for Partition of  
Real Estate received by Attorney for Complainant.



FRANK B. WALSH, JR.  
ATTORNEY AT LAW  
15 SCHOOL STREET  
ANNAPOLIS, MARYLAND

Complainant : CIRCUIT COURT

VS

FOR

MARGARET SWEENEY, et al

: ANNE ARUNDEL COUNTY

EQUITY NO. 15,782

• • • • •

ANSWER TO BILL OF COMPLAINT FOR  
PARTITION OF REAL ESTATE

Now comes, John H. Sweeney and Elizabeth Sweeney,  
Respondents, in proper person, and in Answer to the Bill of  
Complaint filed against them in the above-entitled cause, say (s):-

1. That they acknowledge the receipt of a copy of the Bill of Complaint.

2. That they admit the allegations contained in each and every paragraph of the Bill of Complaint.

3. That they do not object to the Bill of Complaint for Partition, and consent to the passage of a decree for the sale of the real estate mentioned therein.

AND AS IN DUTY BOUND, ETC.

FRANK B. WALSH, JR.  
ATTORNEY AT LAW  
15 SCHOOL STREET  
ANNAPOLIS, MARYLAND

John H. Sweeney  
John H. Sweeney

Elizabeth Sweeney

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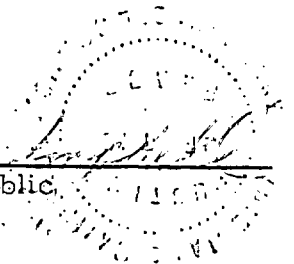
1963 AUG -7 AM 10:16

STATE OF MARYLAND  
COUNTY OF ANNE ARUNDEL

LIBER 152 PAGE 163

I HEREBY CERTIFY, that on this 15 day of July, 1963,  
before me, the subscriber, a <sup>Justice of the Peace</sup> ~~Notary Public~~ in and for the State  
and County aforesaid, personally appeared John H. Sweeney and  
Elizabeth Sweeney and each acknowledged the foregoing Answer  
to Bill of Complaint for Partition of Real Estate to be their  
free deed and act.

Witness, my hand and Notarial Seal.

  
John H. Sweeney  
Notary Public

Copy of Answer to Bill of Complaint for Partition of  
Real Estate received by Attorney for Complainant.

Frank B. Walsh, Jr.

FRANK B. WALSH, JR.  
ATTORNEY AT LAW  
15 SCHOOL STREET  
ANNAPOLIS, MARYLAND

Complainant : CIRCUIT COURT

VS : FOR

MARGARET SWEENEY, et al : ANNE ARUNDEL COUNTY

EQUITY NO. 15,782

• • • • •

ANSWER TO BILL OF COMPLAINT FOR  
PARTITION OF REAL ESTATE

Now comes, Thomas B. Sweeney and Leona Wheeler Sweeney,  
Wife, Respondents, in proper person, and in Answer to the Bill  
of Complaint filed against them in the above-entitled cause, say:-

1. That they acknowledge the receipt of a copy of the Bill of Complaint.
2. That they admit the allegations contained in each and every paragraph of the Bill of Complaint.
3. That they do not object to the Bill of Complaint for Partition, and consent to the passage of a decree for the sale of the real estate mentioned therein.

AND AS IN DUTY BOUND, ETC.

FRANK B. WALSH, JR.  
ATTORNEY AT LAW  
15 SCHOOL STREET  
ANNAPOLIS, MARYLAND

Thomas B. Sweeney  
Thomas B. Sweeney

Leona Wheeler Sweeney  
Leona Wheeler Sweeney

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1963 AUG -7 AM 10:16

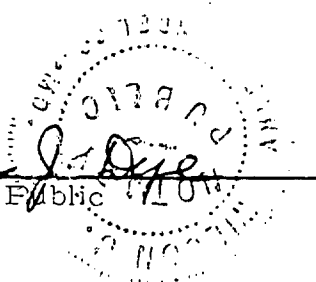
STATE OF MARYLAND

FILE 152 PAGE 165

COUNTY OF ANNE ARUNDEL, SCT.

I HEREBY CERTIFY, that on this 29<sup>th</sup> day of July, 1963,  
before me, the subscriber, a Notary Public in and for the State  
and County aforesaid, personally appeared Thomas B. Sweeney and  
Leona Wheeler Sweeney, Wife, and each acknowledged the foregoing  
Answer to Bill of Complaint for Partition of Real Estate to be  
their free deed and act.

Witness, my hand and Notarial Seal.

  
William J. Dyer  
Notary Public

Copy of Answer to Bill of Complaint for Partition of  
Real Estate received by Attorney for Complainant.

Frank B. Walsh, Jr.

FRANK B. WALSH, JR.  
ATTORNEY AT LAW  
15 SCHOOL STREET  
ANNAPOLIS, MARYLAND

JOSEPH F. SWEENEY : IN THE  
 :  
 Complainant : CIRCUIT COURT  
 :  
 vs : FOR  
 MARGARET SWEENEY, et al, et ux : ANNE ARUNDEL COUNTY  
 :  
 : EQUITY NO. 15,782  
 :

.....  
 .....

ANSWER TO BILL OF COMPLAINT BY  
GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes John Kirchner, Margaret Kirchner, Marguerite Kirchner, Elizabeth Kirchner, Kathleen Kirchner and Robin Kirchner, minors, by Ernest Florestano, guardian ad litem, and in answer to the Bill of Complaint filed herein says:-

That each being a minor they neither admit nor deny the allegations in said Bill of Complaint and each submits his rights to the jurisdiction of the Court.

AND AS IN DUTY BOUND, ETC.

FRANK B. WALSH, JR.  
 ATTORNEY AT LAW  
 15 SCHOOL STREET  
 ANNAPOLIS, MARYLAND

Ernest Florestano  
 Ernest Florestano  
 Guardian Ad Litem

FILED

1963 AUG 27 PM 3:03

JOSEPH F. SWEENEY,	*	IN
Plaintiff	*	THE CIRCUIT COURT
vs.	*	FOR
MARGARET SWEENEY, et al.,	*	ANNE ARUNDEL COUNTY
Defendant	*	No. 15,782 Equity

\* \* \*

TESTIMONY ON BEHALF OF THE PLAINTIFF

September 13, 1963

PRESENT:

Frank B. Walsh, Esquire, Solicitor for Plaintiff  
Emanuel Klawans, Esquire, Court Examiner and Master  
Mrs. Audrey C. Geregitano, Court Stenographer

WITNESSES:

Joseph F. Sweeney, Pages 2 - 8  
Clarence A. Remaley, Pages 9 - 10  
Charles E. Roydhouse, Page 11

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(MR. WALSH)

For the record, I'd like to state that each party in this proceeding, with the exception of the minors, were notified of the taking of testimony and I'd like to submit this photostatic copy of a letter as Complainant's Exhibit No. 1.

(PHOTOSTATIC COPY OF A LETTER DATED 27 AUGUST 1963 FILED HERewith MARKED EXAMINER'S EXHIBIT NO. 1)

(MR. WALSH)

The Guardian ad Litem for the minors has been notified.

(MR. KLAWS)

They filed answers, didn't they?

(MR. WALSH)

Yes.

JOSEPH F. SWEENEY, a witness of lawful age being first duly sworn, deposes and says:

(MR. WALSH)

1 All right, Mr. Sweeney, would you state your full name and address?

A Joseph Franklin Sweeney, Woodland Beach, Edgewater, Maryland.

2 And you're the Complainant in this partition suit, is that correct?

A That's right.

3 Are you married?

A Yes, I am. My wife is Margaret Sweeney, same address.

4 Was your father Thomas Eugene Sweeney?

A That's right.



5 And when did he die?

A July 1956.

6 At the time of his death, was he the owner of any property in Anne Arundel County?

A 1106 Mitchell Street.

(MR. KLAWANS)

7 Is the deed filed with the Bill of Complaint?

(MR. WALSH)

Yes, it is, the original deed.

(DEED DATED 8 JUNE 1946 AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER J.H.H. NO. 362, FOLIO 390, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

(MR. WALSH)

8 That property is located in the Sixth Election District?

A That's right.

9 And that was a deed from Violet M. Ford Brooks and Charles Nelson Brooks to your father in his own name?

A That's right.

10 Is it your understanding that the deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. NO. 362, Folio 390?

A It is.

11 At the time of your father's death, who did he leave surviving him?

A He left a wife and nine children.

12 And what is his wife's name?

A Margaret Sweeney.

(MR. KLAWANS)

13 Did he leave a Will?

A No, sir.

(MR. WALSH)

14 The wife's name is Maragret Sweeney. Has she remarried since your father's death?

A No, sir, she has not.

15 She's still living?

A That's right.

16 Name the nine children.

A Joseph Sweeney, which is myself, Thomas Sweeney, Philip Sweeney, Eleanor Sweeney Dunaway, John Sweeney, Elva Sweeney Durm, Elizabeth Sweeney Skubal, Anna Sweeney Andrews and Margaret Sweeney Kirchner, which is deceased.

17 Is that Margaret Sweeney Kirchner?

A No, Mary Sweeney Kirchner, I'm sorry.

(MR. KLAWANS)

18 Is the last one the only one that is deceased?

A That's right, sir.

19 Which ones are minors? Any of those?

(MR. WALSH)

20 Any of the children minors?

A Oh, no, they're not.

(MR. KLAWANS)

21 They're all over 21?

A Yes, they are.

(MR. WALSH)

22 Is Thomas B. Sweeney married?

A Yes, he is.

23 What is his wife's name?

A Leona Wheeler Sweeney.

24 Is Philip R. Sweeney married?

A Yes, he is.

25 What is his wife's name?

A Betty Kirchner Sweeney.

26 Is Eleanor Sweeney Dunaway married?

A Yes, she is, and her husband is Robert Dunaway.

27 Is John H. Sweeney married?

A Yes, his is.

28 And his wife's name?

A Elizabeth Saffield Sweeney.

29 Is Elva Sweeney Durm married?

A She is, her husband is Harry Durm.

30 Elizabeth Sweeney Skubal, is she married?

A She is.

31 And her husband's name?

A Frank Skubal.

32 Anna Sweeney Andrews?

A She's married and her husband is Charles Andrews.

33 Mary Sweeney Kirchner is deceased?

A That's right.

34 Did she die after your father's death?

A Yes, she did.

35 Did Mary Sweeney Kirchner leave any children surviving her?

A Yes, she did. I think she had seven children.

36 What are their names?

A The oldest, which is Mary Lou Stockett, ----

37 Is she an adult or a minor?

A She's an adult.

38 Is she married?

A She is, yes.

39 To whom is she married?

A James Stockett.

40 And the other children?

A We have John Kirchner, Margaret Kirchner, Marguerite Kirchner, Elizabeth Ann Kirchner, Kathleen Kirchner, and Robin Kirchner.

41 Are these children, other than Mary Lou Stockett, minors?

A Yes, they are.

42 And you brought this suit to clear title to real property, is that correct?

A That's right.

43 And have you been appointed Administrator of Your father's estate?

A Yes, I have.

44 And is it your understanding that the records of this estate are located in the Orphans Court of Anne Arundel County in Liber G.M.N. Book 2, Folio 288?

A That's right.

45 Have you received an offer to purchase the property?

A Yes, we have.

46 That we're talking about?

A We have.

47 And what is the amount of the offer?

A \$2,500.00.

48 Do you feel that this is a fair and proper offer?

A I do.

49 Do you feel it's a reasonable price for the property?

A I do.

50 Have you discussed this with the adult members in this suit?

A Yes, I have and they're all in agreement on that.

51 To your knowledge, has a Guardian been appointed for the minor children of Mary Sweeney Kirchner?

A Yes, there has.

52 Do you feel it would be to the benefit and advantage of the minor children to sell the real estate?

A I do.

53 Could you describe the improvements located on Mitchell Street?

A Well, it's a five room house and bath. It's on a lot 50' by 100'. There are three bedrooms, a kitchen and a dining room and the house is badly in need of repairs.

54 Is the property occupied?

A No, it is not.

55 Do you know whether the property has been condemned?

A No, there has been threats to that effect but nothing has been done on it, as yet.

56 Is it possible to divide the real estate between the heirs of this Thomas Eugene Sweeney?

A I don't believe so. It's only 50' by 100'.

57 And you're asking the Court to pass a decree for the sale of the real estate?

A That's right!

(MR. KLAWANS)

58 The spouses of the children of Thomas E. Sweeney are all over 21?

A Yes, they are.

59 And all of the children of Mary Sweeney Kirchner are over 21 except which one?

A No, they're all under 21 except Mary Lou Stockett.

60 Oh, all under 21. Did Mary Sweeney Kirchner leave a husband?

A Yes, she did, John Kirchner.

61 And he's living?

A Yes, he is.

62 And he has remarried?

A No, sir.

63 Did she leave a Will?  
A No, sir, not as far as I know.

36

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties?

If so, state same fully and at large in your answer.

Answer.....  
Signature.....  
*Joseph Franklin Sweeney*

CLARENCE A. REMALEY, a witness of lawful age being first duly sworn, deposes and says:

(MR. WALSH)

1 Mr. Remaley, would you state your name and address?

A Clarence A. Remaley, 31 Maryland Avenue, Annapolis, Maryland.

2 Are you a real estate broker and appraiser?

A Yes, sir, I am. I've been in business for over 15 years.

(MR. KLAWANS)

3 Here in Anne Arundel County?

A Yes, sir. That is correct.

(MR. WALSH)

4 What position, if any, do you hold on any Governmental Boards?

A At the present time I'm a member of the Property Review Board of Anne Arundel County and have been for three years.

5 And at my request, did you appraise the property on Mitchell Street in question?

A I did.

6 What were your findings?

A The property is known as 1106 Mitchell Street, a lot 50' by 100' and improved with a dwelling of mixed construction. It's five rooms and a bath and I think that's a fair description of the house but it's in such poor condition that the building on there is more of a liability than it is an asset. In fact, it may cost something to tear it down. It adds nothing to the ground whatsoever, it's in that poor condition. I examined this approximately six weeks ago and I valued the lot at \$2,500.00. I might say this, as far as --- this lot cannot be divided any further because a lot 50' by 100', you see in Annapolis, even though it's on the water, it's about as small a lot as you can have for a

building unit. In other words, it cannot be divided. In other words, it ruins its value so I mean, that's out of the question.  
(MR. KLAWANS)

7 And the lot is of no benefit to the infants?

A The money derived from it might be. This is a building lot for a dwelling as such.

8 You are familiar with the value of real estate in the vicinity of this property?

A I am!

9 And you have made numerous appraisals for building and loans and others?

A Banks, Federal Government, State Government and individuals.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties?

If so, state same fully and at large in your answer.

Answer.....  
Signature.....*O. O. Klawans*.....



= CHARLES E. ROYDHOUSE, a witness of lawful age being  
first duly sworn, deposes and says:

(MR. WALSH)

1 All right, Mr. Roydhouse, would you please state your name and  
address?

A Charles E. Roydhouse, 217 Dewey Drive, Annapolis.

2 What position do you have in the real estate field?

A I'm a licensed real estate salesman.

3 In Anne Arundel County?

A Yes, sir.

4 With Mr. Remaley and myself and at my request, did you appraise  
the property on Mitchell Street?

A Yes, sir, I did.

5 Would you describe the premises?

A It's 1106 Mitchell Street in the Sixth Election District of Anne  
Arundel County, and a lot 50' by 100'. The property actually  
is, I would say, not fit for human habitation and \$2,500.00 seems  
to be a good price for the land itself. The house has no value  
whatsoever. It wouldn't be safe to live in it.

6 Was the property occupied at the time you looked at it?

A No, it wasn't.

7 Is it susceptible for division among various people?

A I would think not.

(MR. KLAWANS)

8 Just for technicality, you are familiar with values of real  
estate in this vicinity, the vicinity of this property?

A Yes, sir.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties?

If so, state same fully and at large in your answer.

Answer.....

Signature, *Charles E. Royshouse*

There being no further witnesses to be examined on behalf of the plaintiff at this time, and no further testimony desired in his behalf, this testimony is now closed, and at the request of the plaintiff's Solicitor is returned to the Court.

I hereby certify that the foregoing testimony was taken at the instance of the Plaintiff; that I, the undersigned Examiner, was present in the same room with the witnesses throughout the taking of the testimony; that the testimony was taken in one day.

Witness my hand and seal this 18<sup>th</sup> day of September 1963.

Emanuel Klawans (SEAL)  
Emanuel Klawans, Examiner

E.K. \$25.00

A.G. \$11.00

*and 7.01*

*13*

FRANK B. WALSH, JR.  
*Attorney at Law*  
15 SCHOOL STREET  
ANNAPOLIS, MARYLAND 21401

Vol 152 p. 150

August 27, 1963

Mr. Ernest Florestano  
Guardian ad Litem  
Court House  
Annapolis, Maryland

Re: Sweeney vs Sweeney, et al  
Equity No. 15, 782

Dear Mr. Florestano:

This is to advise that testimony in the above-captioned case concerning the value of the property owned by the late Thomas E. Sweeney on Mitchell Street in Annapolis, Maryland, and on other matters, will be taken in Room 216 of the Anne Arundel County Court House in Annapolis, Maryland on the 13th day of September, 1963 at 4:30 P.M.

It is not necessary that you be present at the taking of testimony, but you may be present if you so desire.

Very truly yours,

Frank B. Walsh, Jr.

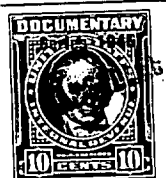
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*Gammels Ed. 1 E. Hawkins*  
*Gammels*

NO TITLE

SEARCH



LIBER 152 PAGE 181

THIS DEED, made this 8<sup>th</sup> day of June, 1946, by and between Violet M. Ford Brooks and Charles Nelson Brooks Jr., her husband, parties of the first part, and Thomas Eugene Sweeney, party of the second part.

WITNESSETH: That for and in consideration of the sum of Five Dollars and other good and valuable considerations, receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey to and unto the said Thomas Eugene Sweeney, his heirs and assigns, in fee simple.

ALL that lot of ground situate, lying and being in the Second Election District of Anne Arundel County aforesaid, near the South side of Spa Creek and being a part of Lot No. 24, (twenty-four) on the plat of the farm formerly owned by John B. Wells, recorded among the Land Records of Anne Arundel County in Liber G.W. No. 27, folio 114; and being more particularly described in a deed dated the twenty-seventh day of April, 1923, from John Ensor, Executor under the Will of Philip Carroll to Thomas B. Nelson and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 72, folio 79.

BEING the same lot of ground which was conveyed by Mary I. Collison and Joseph F. Collison, her husband, to the said Violet M. Ford, by deed dated October 3, 1938, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 168, folio 407; the said Violet M. Ford having since intermarried with the said Charles Nelson Brooks Jr.

TOGETHER with the buildings and improvements thereon, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining.

TO HAVE AND TO HOLD the above described property with its appurtenances unto and to the proper use and benefit of the said Thomas Eugene Sweeney, his heirs and assigns, in fee simple.

AND the said parties of the first part covenant that they will warrant specially the title to the property hereby conveyed and that they will execute such other and further assurances thereof as may be requisite.

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COMPLAINANTS "EXHIBIT A"  
Examiner's Ex-2  
E. C. Lawrence  
Examiner

WITNESS the hands and seals of the Grantors.

Witnessed by:

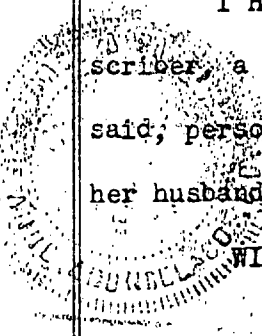
Louis M. Strauss  
LOUIS M. STRAUSS

Violet M. Ford Brooks (SEAL)  
Violet M. Ford Brooks

Charles N. Brooks Jr. (SEAL)  
Charles Nelson Brooks Jr.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 8<sup>th</sup> day of June, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Violet M. Ford Brooks and Charles Nelson Brooks Jr., her husband, and they acknowledged the foregoing deed to be their act.



WITNESS my hand and Notarial Seal.

Grace A. Parfitt  
GRACE A. PARFITT, Notary Public

Service of copy admitted

this \_\_\_\_\_ day \_\_\_\_\_ 19 \_\_\_\_\_

Attorney for \_\_\_\_\_

*Water not furnished  
by Annapolis Water  
Company.*

152 183

DEED

TAXES PAID  
TO DEC. 31, 1914  
THOMAS W. DAVIS

From

Violet M. Ford Brooks and  
Charles Nelson Brooks Jr.,  
her husband

To

Thomas Eugene Sweeney

Part of Lot 24 of the former John  
B. Wells farm, south side of Spa  
Creek, Second Election District  
of Anne Arundel County.

*362 390*

LOUIS M. STRAUSS  
ATTORNEY-AT-LAW  
ANNAPOLIS, MD.

Stationers, Inc.

JOSEPH F. SWEENEY,

: No. 15,782 Equity

Plaintiff,

In The Circuit Court For.

v.

MARGARET SWEENEY, ET AL,

:

Defendants.

REPORT OF MASTER IN CHANCERY

8/7/63

Plaintiff sues for ratification of a private contract of sale of land by way of partition.

It is alleged in the bill of complaint, and shown by the evidence, that Thomas Eugene Sweeney died intestate in July 1956, owning in fee simple land in Anne Arundel County, Maryland, conveyed to him by deed from Violet M. Ford Brooks et al dated June 8, 1946 and recorded among the County land records in J.H.H. 362 folio 390. He was survived by his widow, Margaret Sweeney, and by his nine children:- Joseph F. Sweeney married to Margaret Sweeney, Thomas B. Sweeney married to Leona W. Sweeney, Philip R. Sweeney married to Elizabeth Sweeney, Eleanor S. Dunaway married to Robert Dunaway, John H. Sweeney married to Elizabeth Sweeney, Elva Sweeney Durm married to Harry Durm, Elizabeth S. Skubal married to Frank Skubal, Anna S. Andrews married to Charles Andrews, and Mary Sweeney Kirchner.

After the death of Thomas Eugene Sweeney, Mary Sweeney Kirchner died intestate, survived by her husband, John A. Kirchner, and by her seven children:- Mary Lou Stockett married to James Stockett, John Kirchner, a minor, Margaret Kirchner, a minor, Marguerite Kirchner, a minor, Elizabeth Ann Kirchner, a minor, Kathleen Kirchner, a minor, and Robin Kirchner, a minor.

All six of the above minors have been duly summoned by leaving with them copies of the summons, bill of complaint, and copies left with their custodian. A guardian ad litem has been appointed for them, and has filed answer. All adult defendants have voluntarily appeared and filed answers admitting the allegations made in the complaint and consenting to a decree for sale of the real estate.

1963 OCT 18 PM 2:16

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Clarence A. Remaley, a qualified real estate expert on value, testifies that this realty, known as 1106 Mitchell Street, Annapolis, Maryland, fronts 50' on the street and has a depth of 100', and has a five rooms and bath dwelling in such poor condition that it is a liability rather than an asset and may cost something to tear down. The lot is too small for any division in kind. He values the lot at \$2,500.

Charles E. Roydhouse, a licensed real estate salesman, testifies that \$2,500 seems a good price for the land itself, and the house is not safe to live in and has no value.

The estate of Thomas Eugene Sweeney is being administered in the local Orphans Court. Inheritance tax on the realty has been paid. Notice to creditors has been published but will not expire until December 1963.

The estate of Mary Sweeney Kirchner has not been administered. *(D)*

10/18/63 The testimony was filed.

10/29/63 The case will be ready for decree. The decree submitted herewith is recommended, as the land is not susceptible to division in kind, and is of no use to the minors and the proceeds may benefit them, and the price is fair in opinion of experts and of all adult parties.

E. J. Lawrence  
Master in Chancery

THIS AGREEMENT, Made this 4 day of July,  
nineteen hundred and sixty three (1963), between JOSEPH E.  
SWEENEY, MARGARET D. SWEENEY, THOMAS B. SWEENEY,  
PHILIP R. SWEENEY, ELEANOR S. DUNAWAY, JOHN H.  
SWEENEY, ELVA S. DURM, ELIZABETH S. SKUBAL AND  
ANNA S. ANDREW of the first part GEORGE A. MILLER, JR.  
AND DONALD J. LUONGO, Builders of the second part.

Witnesseth, that the said parties of the first part do hereby  
bargain and sell unto the said parties of the second part, and the latter  
doth hereby purchase from the former, the following described property,  
situate and lying in the sixth Election District of Anne Arundel County,  
State of Maryland, being described by deed dated June 8, 1946, from  
Violet M. Ford Brooks and Charles Nelson Brooks, Jr. to Thomas  
Eugene Sweeney, said deed being recorded among the Land Records  
of Anne Arundel County in Liber J.H.H. 362, folio 390.

At and for the price of TWO THOUSAND FIVE HUNDRED  
(\$2,500.00) Dollars, of which One Hundred (\$100.00) Dollars, have  
been paid prior to the signing hereof and the balance to be paid as  
follows: Cash at the time of settlement.

And upon payment as above of the unpaid purchase money,  
a Deed for the property shall be executed at the Vendee's expense  
by the Vendor, which shall convey the property by a good and  
merchantable title to the Vendee.

\* Taxes, water, etc. to be paid or allowed for by the Vendor  
to July 31, 1963.

Time is the essence of this contract.

This contract is contingent upon the parties of the first  
part furnishing a good and marketable title to the parties of the  
second part within three months from the date of the signing of this  
Agreement by all parties hereto.

FILED

1963 OCT 18 PM 2:21

Witness our hands and seals.

LIBER 152 PAGE 187

TEST:

\_\_\_\_\_  
Joseph E. Sweeney (SEAL)

\_\_\_\_\_  
Margaret D. Sweeney (SEAL)

\_\_\_\_\_  
Thomas B. Sweeney (SEAL)

\_\_\_\_\_  
Philip R. Sweeney (SEAL)

\_\_\_\_\_  
Eleanor S. Dunaway (SEAL)

\_\_\_\_\_  
John H. Sweeney (SEAL)

\_\_\_\_\_  
Elva S. Durm (SEAL)

\_\_\_\_\_  
Elizabeth S. Skubal (SEAL)

\_\_\_\_\_  
Anna S. Andrew (SEAL)

\_\_\_\_\_  
George A. Miller, Jr. (SEAL)

\_\_\_\_\_  
Donald J. Luongo (SEAL)

JOSEPH F. SWEENEY,

: No. 15,782 Equity

Plaintiff,

In The Circuit Court For

vs.

Anne Arundel County.

MARGARET SWEENEY, ET AL,

:

Defendants.

---

 DECREE
 

---

This cause standing ready for hearing and being submitted, the proceedings were read and considered by the Court.

It is thereupon, this 29<sup>th</sup> day of October, 1963, by the Circuit Court for Anne Arundel County, sitting in Equity, adjudged, ordered, and decreed:-

1. That the land mentioned in these proceedings cannot be divided in kind without loss or injury to the interested parties, and the contract of sale mentioned in these proceedings is for the benefit and advantage of the infant parties and others ~~in~~ in interest and is hereby finally ratified and confirmed.

2. That Frank B. Walsh, Jr. is hereby appointed trustee to carry out said contract and make said sale, and the course and manner of his proceedings shall be as follows:- He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, in the penalty of five thousand dollars (\$5,000.00) conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises. He shall then proceed to make said sale and carry out said contract of sale in accordance with its terms, and upon payment of the whole purchase money and not before the said trustee shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchasers, their heirs and assigns, the property and estate to them sold by said contract of sale, free, clear and discharged from all claim of all parties to this cause, plaintiff and defendant, and of those claiming by, from or under them or any of them; and the trustee shall bring into this Court the money arising from said sale, to be distributed under ~~the~~ the direction of this Court, after deducting the costs of this proceeding, and such expenses as may be authorized by this Court, and such commission to the trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall

appear to have discharged this trust.

George Jackson Judge

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1963 OCT 29 PM 3:07

LIBER 152 PAGE 190

## GLOBE INDEMNITY COMPANY

A New York Corporation

New York, N. Y.

BOOK 12 PAGE 265

EXECUTIVE OFFICE:  
150 WILLIAM STREET  
NEW YORK 38, NEW YORK  
A STOCK COMPANY

Bond No. 430856

No. 15,782 EQUITY

## BOND

KNOW ALL MEN BY THESE PRESENTS: That we, FRANK B. WALSH, JR.  
of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company,  
a body corporate of the State of New York, authorized to do business in the State of  
Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full  
and just sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) -----  
current money, to be paid to the said State or its certain attorneys, to which payment  
well and truly to be made and done we bind ourselves, and each of us, our and each of  
our heirs, executors, administrators and assigns, jointly and severally, firmly by these  
presents.

SEALED with our seals and dated this 16th day of December, 1963.

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause  
entitled Joseph E. Sweeney vs. Margaret Sweeney, et al -----  
dated October 29, 1963, the said Frank B. Walsh, Jr. ----- was appointed  
Trustee to make sale of the property described in said proceedings, and the said  
Frank B. Walsh, Jr. is about to execute said power and make sale of the property  
described in said proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the  
above bounden does and shall well and faithfully abide by and fulfill any Order or Decree  
which shall be made by any Court of Equity in relation to the sale of said property, or  
to the proceeds thereof, then the Obligation set forth above shall be void and of no  
effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Ethel M. Carle  
Ethel M. Carle

Frank B. Walsh, Jr. (SEAL)  
Frank B. Walsh, Jr. - PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate  
By John H. Hopkins, IV  
John H. Hopkins, IV, Attorney-in-fact

SURETY

Bond approved this 17th day of December, 1963

Louis N. Shreve, Clerk

FILED

1963 DEC 17

Joseph F. Sweeney  
Plaintiff  
vs  
Margaret Sweeney, et al  
Defendants

IN THE  
CIRCUIT COURT  
FOR  
ANNE ARUNDEL COUNTY  
EQUITY NO. 15,782

.....

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Frank B. Walsh, Jr., trustee, respectfully represents  
as follows:

1. That by decree of the Circuit Court for Anne Arundel County dated October 29, 1963, the said Frank B. Walsh, Jr., was appointed trustee to carry out the terms of a Contract of Sale for real property and to convey said property to the purchasers named therein.

2. That after posting bond and receiving payment of the whole purchase money, he did convey to the purchasers the following described property:

All that lot of ground situate lying and being in the Sixth Election District of Anne Arundel County, near the south side of Spa Creek and being a part of Lot No. 24 on the plat of the farm formerly owned by John B. Wells, recorded among the Land Records of Anne Arundel County in Liber G.W. 27, folio 114; and being more particularly described in a deed dated April 27, 1923,

FRANK B. WALSH, JR.  
ATTORNEY AT LAW  
15 SCHOOL STREET  
ANNAPOLIS, MARYLAND

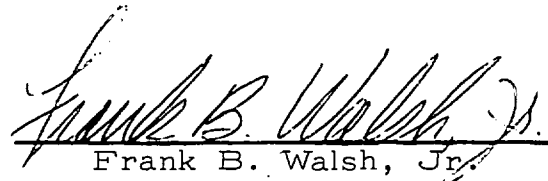
FILED  
JUL 15 1964

from John Ensor, Executor, under the will of Philip Carroll to Thomas B. Nelson and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 72, folio 79.

Being the same lot conveyed to Thomas Eugene Sweeney by Violet M. Ford Brooks and Charles Nelson Brooks, Jr., by deed dated June 8, 1946, said deed being recorded among the Land Records of Anne Arundel County in Liber J.H.H. 362, folio 390.

3. That the said trustee did receive, in accordance with the Sales Contract, the sum of Two Thousand Five Hundred (\$2,500.00) for the said real property.


AND AS IN DUTY BOUND, ETC.

  
Frank B. Walsh, Jr.  
Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 5<sup>th</sup> day of January, 1964, before me, a Notary Public, in and for the County and State aforesaid, personally appeared Frank B. Walsh, Jr., and he made oath in due form of law that the matters and facts contained in the above Report of Sale are true to the best of his knowledge and belief.

As Witness, my hand and Notarial Seal.

  
Lavada Lewis  
My Commission Expires 5/65

FRANK B. WALSH, JR.  
ATTORNEY AT LAW  
15 SCHOOL STREET  
ANNAPOLIS, MARYLAND



In the Case of

JOSEPH F. SWEENEY, et al

VS.

MARGARET SWEENEY, et al

In the  
Circuit Court

For

Anne Arundel County

No. 15,782 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.

*Arthur Anderson*  
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 11<sup>th</sup> day of March, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

*Louis N. Phipps*

Clerk  
Per: *A. Jankowski* deputy

FILED

504 MAR 11 1964

Dr. Joseph F. Sweeney, et al  
vs.  
Margaret Sweeney, et al

LIBER 152 PAGE 194

In Acct. with Frank B. Walsh, Jr.

					Cr.
By	Amount of Sale, as per Trustee's Report of Sale fd.			2,500 00	
					2,500 00
To	Trustee for fee, (Order of Court 2/11/64)	250 00			
			250 00		
To	Trustee, for court costs, viz:				
	Plaintiff's solicitor appearance fee	10 00			
	Clerk, court costs	107 75			
	Auditor, this account	45 00			
	Sheriff fees	14 15			
	Emanuel Klawans, Examiner's fee	25 00			
	Audrey Geregatino, Stenographer's fee	11 00			
			212 90		
To	Trustee, for expenses, viz:				
	1962 & 63 City of Annapolis taxes & interest	24 28			
	1963 State & County taxes & interest	29 09			
	Adjustment, 1963 & 64 City of Annapolis taxes & interest	2 29			
	Water charges, 12/21/62 to 6/20/63	13 70			
	$\frac{1}{2}$ Federal & State Revenue Stamps	4 13			
			73 49		
	Balance for distribution - \$1,963.61				
	<u>DISTRIBUTION</u>				
To	Margaret Sweeney, widow, 9/27	654 53			
To	Joseph F. Sweeney, son, 2/27	145 46			
To	Thomas B. Sweeney, Son, 2/27	145 46			
To	Philip R. Sweeney, son, 2/27	145 46			
To	John H. Sweeney, son, 2/27	145 46			
To	Eleanor S. Dunaway, daughter, 2/27	145 46			
To	Elva S. Durm, daughter, 2/27	145 45			
To	Elizabeth S. Skubal, daughter, 2/27	145 45			
To	Anna S. Andrews, daughter, 2/27	145 45			
To	Heirs at law of Mary S. Kirshner, deceased daughter, 2/27				

[illegible]

KOPERNIK BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY,  
INCORPORATED

VS.

JULIAN B. STELMACH and  
HELEN M. STELMACH, his wife

: Docket \_\_\_\_\_ Folio \_\_\_\_\_  
: Case No. Equity No. 16,016  
: Filed \_\_\_\_\_  
: IN THE  
: CIRCUIT COURT  
: FOR  
: ANNE ARUNDEL COUNTY, IN EQUITY  
:  
:

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the Plaintiff respectfully represents:

That on the sixth day of March, 1961 the defendants executed and delivered to the Kopernik Building and Loan Association of Baltimore City, Incorporated, a mortgage upon certain fee simple property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of \$ 12,500.00 and interest as therein mentioned; and

That on July 17, 1961 the defendants executed and delivered to the said Kopernik Building and Loan Association of Baltimore City, Incorporated, a second mortgage upon the same fee simple property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of \$ 3,500.00 and interest as therein mentioned, wherein in said both mortgages the said mortgagors assented to the passage of a decree for the sale of said property, to take place at any time after default in any covenants or conditions of said mortgages; all of which will appear from said mortgages, marked " Petitioner's Exhibit No. 1 " and " Petitioner's Exhibit No. 2 " and filed herewith as part of this Petition.


That default has occurred in the covenants and conditions of both of said mortgages.

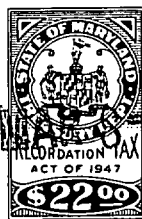
And your Petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgages.

And as in duty, &c.

FILED

1963 DEC -2 PM 12:54

  
Henry P. Struzinski, Attorney for  
Plaintiff  
6511 Sharon Road  
Baltimore, Maryland 21212  
Phone 377-6511



*Equity No. 16, 010*

**This Mortgage**, Made this Sixth day of March, in the year one thousand, nine hundred and sixty-one, between

- - - JULIAN B. STELMACH and HELEN M. STELMACH, his wife, - - -

of Baltimore City, in the State of Maryland, Mortgagors, and  
KOPERNIK BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, INCORPORATED

a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, said Mortgagors being members of said body corporate, have received therefrom an advance of TWELVE THOUSAND FIVE HUNDRED ( \$ 12,500.00 ) Dollars, being part of the purchase money for the property hereinafter described:

AND WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent. ( 6 %) per annum in the manner following:

By the payment of ONE HUNDRED THIRTY-SEVEN ( \$ 137.00 ) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns, in fee simple, all those lots of ground situate and lying in the Third Election District of Anne Arundel County, in said State, and described as follows:

BEING KNOWN AND DESIGNATED as Lots Nos. 111, 112, 113, 114, 115, 150, 151, 152, 153, 154, 155 and 156 as shown on the Plat of Rockview Beach, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 3, folio 40. ( formerly Plat Cabinet No. 1, Rod J, Plat No. 9 )

FOR TITLE TO THE ABOVE MENTIONED LOTS OF GROUND see the following Deeds to the said Julian B. Stelmach and Helen M. Stelmach, his wife, the mortgagors herein, in fee simple:

1. Deed from Charles H. Heintzeman, Jr. Trustee, et. al. dated June 4, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 761, folio 416.

2. Deed from Charles H. Heintzeman, Jr., Trustee, et. al. dated June 6, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 762, folio 75.

3. Deed from William S. Getty and Florence M. Getty, his wife, dated April 6, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1290, folio 157.

DEC -2 PM 12:54

LIBER 152 PAGE 198

BOOK 1460 PAGE 27

Subject to the restrictions as set forth in the Deed from James E. Vanevera and wife to Charles H. Heintzeman and wife, dated February 15, 1937 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 161, folio 46.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple; ~~for all the years and years of the term of years yet to come, and to occupy therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of \$xx~~

Provided, however, if the said Mortgagor s, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

And the said Mortgagor s, themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the mortgagor s, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at

the rate of six per cent. (6 %) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagees written consent, or should the same be enumerated by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagors hereby also authorize the said Mortgagee, its successors or assigns or Henry P. Struzinski, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of one hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagors their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

The said Mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Edward M. Blazucki  
Edward M. Blazucki

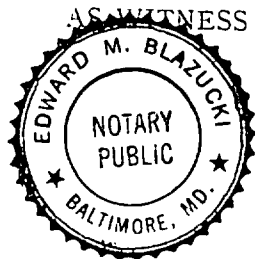
Julian B. Stelmach (SEAL)  
Julian B. Stelmach  
Helen M. Stelmach (SEAL)  
Helen M. Stelmach  
\_\_\_\_ (SEAL)  
\_\_\_\_ (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE

I HEREBY CERTIFY that on this sixth day of March, 19 61, before me, the subscriber, a Notary Public, of the State of Maryland in and for Baltimore City personally appeared Julian B. Stelmach and Helen M. Stelmach, his wife, the mortgagors herein,

and they acknowledged the foregoing mortgage to be their act. At the same time also appeared Walter Szwabowski, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.



Edward M. Blazucki  
Notary Public.  
Edward M. Blazucki

Rec'd for record Mar 8, 1961 at 9:03 A.M.

Mailed to Henry P. Struzinski

9.00



Equity No. 16,016

7.70

**This Mortgage**, Made this 17th day of July, in the year one thousand, nine hundred and sixty-one, between  
 - - - - - JULIAN B. STELMACH and HELEN M. STELMACH, his wife, - - - - -

of Anne Arundel County, in the State of Maryland, Mortgagor s, and  
KOPERNIK BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, INCORPORATED

a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, said Mortgagor s, being member s of said body corporate, ha ve received therefrom an advance of THIRTY-FIVE HUNDRED ( \$ 3,500.00 ) Dollars, being part of the purchase money for the property hereinafter described:

AND WHEREAS, said Mortgagor s ha ve agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent. ( 6 %) per annum in the manner following:

By the payment of FIFTY-ONE & 13/100 ( \$ 51.13 ) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor s do grant, convey and assign unto the said Mortgagee, its successors and assigns, in fee simple, all those lots of ground situate and lying in Third Election District of Anne Arundel County, in said State, and described as follows:

BEING KNOWN AND DESIGNATED as Lots Nos. 111, 112, 113, 114, 115, 150, 151, 152, 153, 154, 155 and 156 as shown on the Plat of Rockview Beach, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 3, folio 40. ( formerly Plat Cabinet No. 1, Rod J, Plat No. 9 )

For title to the above described lots of ground see the following Deeds to the said Julian B. Stelmach and Helen M. Stelmach, his wife, the mortgagors herein, in fee simple:

1. Deed from Charles H. Heintzeman, Jr. Trustee, et. al., dated June 4, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 761, folio 416.

2. Deed from Charles H. Heintzeman, Jr., Trsutee, et. al., dated June 6, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 762, folio 75.

3. Deed from William S. Getty and Florence M. Getty, his wife, dated April 6, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1290, folio 157.

FILED

1963 DEC -2 PM 12:54

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BOOK 1491 PAGE 539

Subject to the restrictions as set forth in the Deed from James E. Vanevera and wife to Charles H. Heintzeman and wife, dated February 15, 1937 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 161, folio 46.

Subject to a first and prior mortgage from the said Julian B. Stelmach and Helen M. Stelmach, his wife to the said Kopernik Building and Loan Association of Baltimore City, Inc. dated March 6, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1460, folio 26.

It is understood and agreed between the parties hereto that a default in the covenants and conditions of this mortgage shall constitute a default in the covenants and conditions of the first above mentioned mortgage and both mortgages may be foreclosed.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple; ~~for and to the use and residence of the person or persons named herein and to expire at the death of the person or persons named herein and to be held for ever, subject to the payment of the yearly rent of \$800~~

Provided, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at

the rate of six per cent. (6 %) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagees written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged. (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagors hereby also authorize the said Mortgagee, its successors or assigns or Henry P. Struzinski, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of one hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

The said Mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Edward M. Blazucki  
Edward M. Blazucki

Julian B. Stelmach (SEAL)  
Julian B. Stelmach  
Helen M. Stelmach (SEAL)  
Helen M. Stelmach  
Stelmach (SEAL)  
(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE

to wit: BOOK 1491 PAGE 541

I HEREBY CERTIFY that on this 17th day of July, 1961, before me, the subscriber, a Notary Public, of the State of Maryland in and for Baltimore City, personally appeared Julian B. Stelmach and Helen M. Stelmach, his wife, the mortgagors herein,

and they acknowledged the foregoing mortgage to be their act. At the same time also appeared Walter Szwabowski, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

Edward M. Blazucki  
Notary Public.  
Edward M. Blazucki

Rec'd for record July 19, 1961 at 2:50 P.M.  
Mailed to Henry P. Struzinski

9.00

LIBER 152 PAGE 203

KOPERNIK BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY,  
INCORPORATED

VS.

JULIAN B. STELMACH and

HELEN M. STELMACH, his wife

IN THE

ANNE ARUNDEL

Circuit Court for Baltimore County

IN EQUITY. \$16,010

First  
STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Kopernik Building and Loan Association of  
Baltimore City, Incorporated

under the mortgage from Julian B. Stelmach and Helen M. Stelmach, his wife  
to Kopernik Building and Loan Association of Baltimore City, Incorporated

dated the 6th day of March, 1961, and recorded among the Land

Anne Arundel  
Records of ~~XXXXXX~~ County in Liber G.T.C. No. 1460 Folio 26

Amount of Loan \$ 12,500.00

Payments on principal 261.19

\$ 12,238.81

Interest to December 31, 1963 1,284.99

\$ 13,523.80

Less: Credit in expense Account 39.39

Total due \$ 13,484.41

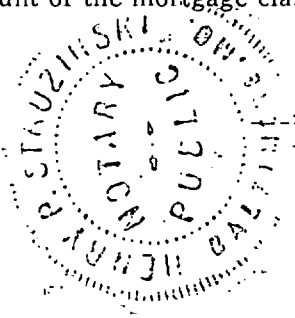
City  
STATE OF MARYLAND, ~~COUNTY~~ OF BALTIMORE, Sect.

I HEREBY CERTIFY, that on this 2nd day of December in the  
year nineteen hundred and sixty-three, before me, the subscriber

a Notary Public City  
of the State of Maryland, in and for said ~~COUNTY~~

of Baltimore, personally appeared Edward M. Blazucki, Secretary of the Kopernik  
Building and Loan Association of Baltimore City, Incorporated

the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true state-  
ment of the amount of the mortgage claim under the mortgage filed in the said cause now remaining  
due and unpaid.



*Henry P. Struzinski*

Notary Public  
Henry P. Struzinski

1963 DEC -2 PM 12:54

LIBER 152 PAGE 204

KOPERNIK BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY,  
INCORPORATED

VS.

JULIAN B. STELMACH and  
HELEN M. STELMACH, his wife

IN THE  
ANNE ARUNDEL

Circuit Court for Baltimore County

IN EQUITY. No. 16,010

Second  
STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Kopernik Building and Loan Association of Baltimore City, Incorporated

under the mortgage from Julian B. Stelmach and Helen M. Stelmach, his wife  
to Kopernik Building and Loan Association of Baltimore City, Incorporated  
dated the 17th day of July, 1961, and recorded among the Land  
Records of Baltimore County in Liber G.T.C. No. 1491 Folio 538

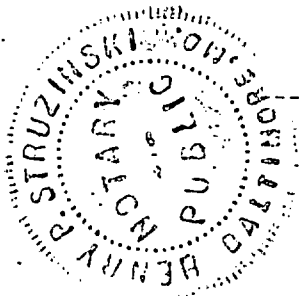
Amount of Loan	\$ 3,500.00
Payments on principal	204.75
	<u>\$ -3,295.25</u>
Interest to December 31, 1963	247.20
Total due	<u>\$ 3,542.45</u>

25.44  
25.44  
25.44

CITY  
STATE OF MARYLAND, ~~COUNTY~~ OF BALTIMORE, Sect.

I HEREBY CERTIFY, that on this 2nd day of December in the  
year nineteen hundred and sixty-three, before me, the subscriber  
a Notary Public of the State of Maryland, in and for said ~~CITY~~ City  
of Baltimore, personally appeared Edward M. Blazucki, Secretary of the Kopernik  
Building and Loan Association of Baltimore City, Incorporated

the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true state-  
ment of the amount of the mortgage claim under the mortgage filed in the said cause now remaining  
due and unpaid.



Henry P. Struzinski  
Notary Public  
Henry P. Struzinski  
FILED  
1963 DEC -2 PM 12:54

Anne Arundel

Decree in Circuit Court for ~~Baltimore~~ County.KOPERNIK BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY,  
INCORPORATED

Vs.

JULIAN B. STELMACH and

HELEN M. STELMACH, his wife

DOCKET

FOLIO

CASE NO.

FILED

IN THE

## CIRCUIT COURT

FOR  
ANNE ARUNDEL~~BALTIMORE~~ COUNTY

TERM, 19

## DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It Is Thereupon, this 3rd day of December in the year nineteen hundred and sixty-three by the Circuit Court of ~~Baltimore~~ Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; Henry P. Struzinski that he and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of \$17,500.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in ~~Baltimore~~ Anne Arundel County as \$ 1,000.00 cash at the time he shall think proper, of the time, place, manner and terms of sale, which shall be ~~xxx~~ and place of sale, the balance in cash upon final ratification of sale by ~~the court, or all cash as the purchaser may elect, credit payment to~~ the court, or all cash as the purchaser may elect, credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their assigns the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

DEC -3

JUDGE

KNOW ALL MEN BY THESE PRESENTS: No. 16,010 Equity

THAT WE Henry P. Struzinski, 6511 Sharon Road, Baltimore 12, Md. as principal,  
 and National Surety Corp. a corporation of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Seventeen Thousand Five Hundred (\$17,500.00) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 26th day of Dec in the year of our Lord one thousand nine hundred and Sixty-Three.

WHEREAS, the above bounden Henry P. Struzinski Anne Arundel County by virtue of a decree of the Honorable Judge of the Circuit Court of Baltimore City, has been appointed trustee to sell certain properties  
Equity No. 16,010 Kopers Building and Loan Association of Baltimore City, Inc  
 mentioned in the proceedings in the case of

vs.

Julian B. Stelmach, and  
Helen M. Stelmach, his wife  
 now pending in said Court:

Now the Condition of the above Obligation is such, THAT IF THE ABOVE BOUNDEN Henry P. Struzinski do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law

Signed, sealed and delivered  
 in the presence of

C. Melvin Heimbach  
C. MELVIN HEIMBACH

State of Maryland, Baltimore City, sct:

Henry P. Struzinski (SEAL)  
HENRY P. STRUZINSKI (SEAL)

NATIONAL SURETY CORPORATION

John H. McFaul  
 Attorney-in-Fact

JOHN H. McFAUL

KNOW ALL MEN BY THESE PRESENTS: That the National Surety Corporation

... a corporation of the State of New York does hereby constitute and appoint Rose M. Bausch, Carroll O. Gray and John H. McFaul

jointly or severally

its attorney-in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of Anne Arundel County, Baltimore City, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney-in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said National Surety Corporation

only affixed by its Vice-President and attested by its Assistant Secretary, this 4th day of August, 19 61

NATIONAL SURETY CORPORATION

By: C. A. Keppler  
 Vice President

Geo. F. Texido  
 Assistant Secretary

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney.

NATIONAL SURETY CORPORATION

By: Catherine F. Mindes  
 Resident Assistant Secretary  
 Catherine F. Mindes

1963 DEC 30 PM 2:16

Bond approved this 30th day of December, 1963

Louis N. Phipps, Clerk

LIBER 152 PAGE 206

KOPERNIK BUILDING AND LOAN  
 .....  
 ASSOCIATION OF BALTIMORE CITY,  
 INCORPORATED  
 .....  
 Plaintiff

VS.

IN THE  
 CIRCUIT COURT FOR  
 ANNE ARUNDEL COUNTY  
~~HEALTHCARE COUNTY~~

JULIAN B. STELMACH and  
 .....  
 HELEN M. STELMACH, his wife  
 .....

Docket No. ...., Folio .....

Case No. 16,010.....

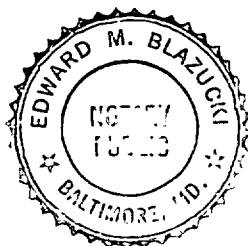
IN EQUITY

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE COUNTY (CITY), To Wit:

I HEREBY CERTIFY, that on the 23rd day of December....., 19..63,  
 before me, the subscriber, a Notary Public of the State of Maryland, in and for  
 Baltimore ~~COUNTY~~ (City) personally appeared Walter Szwabowski, President of  
 Kopernik Building and Loan Association of Baltimore City, Inc.  
 .....  
 and made oath, in due form of law, that he... knows the Defendant(s) herein and  
 that to the best of his... information, knowledge and belief:

- (1) Said Defendant is not in the Military Service of the United States of America;
- (2) Said defendant is not in the Military Service of any Nation allied with the United States of America:
- (3) Said Defendant has not been ordered to report for induction under the Selective Training and Service Act;
- (4) Said Defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for Military Service.



*Edward M. Blazucki*  
 .....  
 Notary Public  
 Edward M. Blazucki

*Walter Szwabowski*  
 .....  
 Affiant  
 Walter Szwabowski

FILED

503 DEC 30 AM 10:43

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 30 day of  
January, 1964, before me, the subscriber, a  
 Notary Public of the State of Maryland, in and for the  
 City of Baltimore aforesaid, personally appeared  
Walter Szwabowski, purchaser at the  
 foreclosure sale in this cause, and made oath in due  
 form of law (~~that he is the purchaser and purchased~~  
~~the same as principal and not as agent for anyone~~)  
 (that he is the agent for the purchaser,  
Kopernik Bldg & Loan Assn.) and that he has not  
 directly or indirectly discouraged anyone from bid-  
 ding for the said property mentioned in the said  
 Report of Sale.

KOPERNIK BLDG & LOAN ASSN.  
 By Walter Szwabowski (SEAL)  
 Purchaser  
 Walter Szwabowski

Henry P. Struzinski  
 Notary Public  
 Henry P. Struzinski



FILED

1964 JAN -7 AM 10:31

14



**REPORT OF SALE**  
**KOPERNIK BUILDING AND LOAN**  
**ASSOCIATION OF BALTIMORE CITY,**  
**INCORPORATED**

VS.

JULIAN B. STELMACH and  
 HELEN M. STELMACH, his wife

—IN THE—

**CIRCUIT COURT**

—FOR—

ANNE ARUNDEL  
~~BALTIMORE~~ COUNTY

EQUITY NO. 16,010

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ~~BALTIMORE COUNTY~~

ANNE ARUNDEL COUNTY

The Report of Sale of Henry P. Struzinski

Trustee---- appointed by the decree in the above entitled cause to make sale of fee simple lots known as Lots Nos. 111, 112, 113, 114, 115, 150, 151, 152, 153, 154, 155 and 156 as shown on the Plat of Rockview Beach which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 3, folio 40,

in the proceedings in said cause mentioned respect fully shows, that the after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in The Maryland Gazette ( and also the Baltimore Sunday Sun )

Anne Arundel County newspaper, published in Baltimore County for more than three successive weeks preceding the day of sale, said Trustee-----did pursuant to said notice on Friday the 3rd day of January, 1964, at 2:00 o'clock, P. M., attend on the premises and then and there sold at public auction

the fee simple lots of ground known and designated as Lots Nos. 111, 112, 113, 114, 115, 150, 151, 152, 153, 154, 155 and 156 as shown on the Plat of Rockview Beach which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 3, folio 40 ( formerly Plat Cabinet No. 1, Rod J, Plat No. 9 ) and fully described in the advertisement hereto attached and made a part hereof, unto the Kopernik Building and Loan Association of Baltimore City, Incorporated, at and for the sum of \$ 15,000.00. The said lots of ground with the improvements thereon were sold for the highest price obtainable and said purchaser being the highest bidder therefor.

Henry P. Struzinski  
 Henry P. Struzinski

Trustee.

CITY

State of Maryland, ~~County~~ of Baltimore, Sgt.I Hereby Certify, that on this sixth day of January, 1964

before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of ~~County~~ Baltimore aforesaid, personally appeared Henry P. Struzinski Trustee----- and made oath that

the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale there- by reported was fairly made.

George R. Ball  
 Notary Public

J. P.

GEORGE R. BALL

My Commission Expires May 3, 1965

LIBER 152 PAGE 209

15  
 PUBLIC  
 FILED  
 JAN -7 AM 10:31

Henry P. Struzinski, Attorney  
6511 Sharon Road  
Baltimore, Maryland 21212

## Trustee's Sale

VALUABLE FEE  
SIMPLE DWELLING  
PROPERTY

Under and by virtue of a decree passed in the Circuit Court for Anne Arundel County in Equity, in a case entitled "Kopernick Building and Loan Association of Baltimore City Incorporated vs. Julian B. Stelmach and Helen M. Stelmach, his wife" the undersigned Trustee will sell at public auction on the premises on

FRIDAY,  
JANUARY 3, 1964  
AT  
2:00 O'CLOCK P.M.

All those lots of ground situate and lying in the Third Election District in Anne Arundel County, Rockview Beach, Pasadena, Maryland, and described as follows:

Being known and designated as Lots Nos. 111-112-113-114-115-150-151-152-153-154-155 and 156 as shown on the Plat of Rockview Beach which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 3 folio 40 (formerly Plat Cabinet No. 4, Rod J, Plat No. 9) Subject to the restrictions and covenants as set forth in the Deed from James E. Vanevera and wife to Charles H. Heintzman and wife, dated February 15, 1937 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 161 folio 46 subject to any other restrictions conditions, covenants and agreements of record affecting said property, if any.

The improvements consist of a brick ranch type dwelling.  
Terms of Sale: A cash deposit of \$1,000.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to date of settlement. Taxes and all other expenses, including Sanitary District charges, if any and all other assessments and public charges to be adjusted to date of sale. Cost of all documentary stamps and county transfer tax, if any, shall be borne by the purchaser.

HENRY P. STRUZINSKI  
Trustee  
6511 Sharon Road  
Baltimore, Maryland 21212  
Phone: 377-6511

E. T. NEWELL & CO.  
Auctioneer

# ORDER NISI

LIBER 152 PAGE 211

KOPERNIK BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY,  
INCORPORATED

versus

JULIAN B. STELMACH and  
HELEN M. STELMACH, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,010 Equity

Ordered, this 7th day of January, 1964, That the sale of the property in these proceedings mentioned made and reported by Henry P. Struzinski, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of February next.

The report states that the amount of sale was \$ 15,000.00.

*Louis N. Phipps* Clerk.

True Copy,

Henry P. Struzinski

TEST: Clerk.  
For the Maryland Gazette (Jan. 9th Edition)

(Final Order)

KOPERNIK BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY,  
INCORPORATED

versus

JULIAN B. STELMACH and  
HELEN M. STELMACH, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of February, 1964, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

*George Sackse*  
JUDGE.

FILED

564 FEB 13 AM 9:13

Henry P. Struzinski Attorney  
6511 Sharon Road  
Baltimore, Maryland 21212

**Trustee's  
Sale  
VALUABLE FEE  
SIMPLE DWELLING  
PROPERTY**

Under and by virtue of a decree passed in the Circuit Court for Anne Arundel County in Equity, in a case entitled "Kopernick Building and Loan Association of Baltimore City Incorporated vs. Julian B. Stelmach and Helen M. Stelmach, his wife" the undersigned Trustee will sell at public auction on the premises on

**FRIDAY,  
JANUARY 3, 1964  
AT  
2:00 O'CLOCK P.M.**

All those lots of ground situate and lying in the Third Election District in Anne Arundel County, Rockview Beach, Pasadena, Maryland, and described as follows:

Being known and designated as Lots Nos. 111-112-113-114-115-150-151-152-153-154-155 and 156 as shown on the Plat of Rockview Beach which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 3 folio 40 (formerly Plat Cabinet No. Rod J, Plat No. 9) Subject to the restrictions and covenants as set forth in the Deed from James E. Vanevera and wife to Charles H. Heintzman and wife, dated February 15, 1937 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 161 folio 46 subject to any other restrictions conditions, covenants and agreements of record affecting said property, if any.

The improvements consist of a brick ranch type dwelling. Terms of Sale: A cash deposit of \$1,000.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to date of settlement. Taxes and all other expenses, including Sanitary District charges, if any and all other assessments and public charges to be adjusted to date of sale. Cost of all documentary stamps and county transfer tax, if any, shall be borne by the purchaser.

HENRY P. STRUZINSKI  
Trustee  
6511 Sharon Road  
Baltimore, Maryland 21212  
Phone: 377-6511

E. T. NEWELL & CO.  
Auctioneer

J-2

OFFICE OF

**Maryland Gazette**

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

**CERTIFICATE OF PUBLICATION**

Annapolis, Md., January 2, 1964

We hereby certify, that the annexed

Trustee's Sale

Julian B. Stelmach

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 3rd

day of January, 1964. The first insertion being made the 12th

December, 1963.

FILED  
1964 JAN 9  
10:44

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman

LIBER 152 PAGE 212

**Order nisi**

IN THE CIRCUIT COURT FOR  
ANNE ARUNDEL COUNTY  
NO. 16,010 EQUITY

Henry P. Struzinski  
6541 Sharon Road  
Baltimore, Md.

KOPERNIK BUILDING AND  
LOAN ASSOCIATION OF  
BALTIMORE CITY, INCOR-  
PORATED

Versus

JULIAN B. STELMACH and  
HELEN M. STELMACH,  
his wife

Ordered, this 7th day of  
January, 1964, That the sale of  
the property in the proceedings  
mentioned made and reported  
by Henry P. Struzinski, Trustee,  
BE RATIFIED AND CON-  
FIRMED, unless cause to the  
contrary thereof be shown on or  
before the 10th day of February  
next; Provided, a copy of this  
Order be inserted in some news-  
paper published in Anne Arundel  
County, once in each of three  
successive weeks before the 10th  
day of February next.

The report states that the  
amount of sale was \$15,000.00.

LOUIS N. PHIPPS  
Clerk

True Copy, TEST:  
LOUIS N. PHIPPS  
Clerk

J-30

OFFICE OF

**Maryland Gazette**

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 152 PAGE 213

**CERTIFICATE OF PUBLICATION**

Annapolis, Md., January 31, 1964

We hereby certify, that the annexed

Order nisi Sale  
Eq. 16,010  
Julian B. Stelmach

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel  
County, Maryland, once a week for 4

successive weeks before the 10th

day of February, 1964. The first  
insertion being made the 9th day of

January, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman

No. M. C. 1669

1964 FEB -3 AM 10:23

In the Case of

KOPERNIK BUILDING & LOAN ASSOCIATION OF BALTIMORE  
CITY, INC.

VS.

JULIAN B. STELMACH &  
HELEN M. STELMACH, his wife

In the

Circuit Court

For

Anne Arundel County

No. 16,010 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

1504 FEB 26 PM 2:43

All of which is respectfully submitted.

*Arthur A. Anderson*  
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 11<sup>th</sup> day of March, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

*Louis S. Phipps*  
Clerk  
Per: *A. Jankowski*, deputy

FILED

1964 MAR 11 AM 10:31

In Acct. with Henry P. Struzenski, Trustee

Cr.

By	Amount of Sale, as per Trustee's Report of Sale fd.			15,000	00		
By	Interest, 6%, on deferred payment, \$14,000.00 from 1/3/64 to 2/13/64			93	33		
						15,093	33
To	Trustee, for fees, viz:	200	00				
To	Trustee, for commission, viz:	460	00				
				660	00		
To	Trustee, for court costs, viz:						
	Plaintiff's solicitor appearance fee	10	00				
	Clerk, Court costs	32	00				
	Auditor, this account	30	00				
				72	00		
To	Trustee, for expenses, viz:						
	Capital-Gazette Press Inc., adv. & Nisi - Sale	95	52				
	Sunpapers, adv. - Sale	16	60				
	National Surety Corporation - bond	70	00				
	E.T. Newell & Co. Inc., Auctioneer's fee	50	00				
	1962 & 1963 real estate taxes, interest & penalties	135	41				
	Adjustment, 1964 taxes, 1/1/64 to 1/3/64	45					
				367	98		
To	Kopernik Building & Loan Association of Baltimore City Inc., in full for first Mortgage, as per claim filed	13,484	41				
	Interest, 6%, on principal balance, \$12,199.42, from 1/1/64 to 3/6/64	134	19				
				13,618	60		
To	Kopernik Building & Loan Association of Baltimore City Inc., on account of 2nd Mortgage claim filed	374	75				
				374	75		
						15,093	33
	Balance due on 2nd Mortgage, as per claim filed	3,542	45				
	Interest, 6%, on principal balance, \$3,295.25, from 1/1/64 to 3/6/66	38	96				

[illegible]



SAMUEL EARL STEWART and  
 VIOLA MAY STEWART, his wife  
 Severn, Maryland

: No.

15, 701

Equity

vs

In the Circuit Court

JAMES S. KIRKLEY, Administrator of  
 the estate of Taodor Uzuroy, dec'd  
 421 Crain Highway, SE  
 Glen Burnie, Maryland

for

and

UNKNOWN HEIRS OF TAODOR UZUROY,  
 dec'd,  
 addresses unknown

Anne Arundel County

and

BOARD OF COUNTY COMMISSIONERS OF  
 ANNE ARUNDEL COUNTY for the use of  
 the public schools of said county  
 Annapolis, Maryland

: : : : : : : : : : :

CREDITOR'S BILL TO SELL REAL ESTATE

To the Honorable, the Judges of said Court:

Your Orators, who sue for themselves as well as for all other  
 creditors of Taodor Uzuroy, deceased, who will come in and contribute to the  
 expenses of this suit, complaining say:

1.

That Taodor Uzuroy, deceased, during his life time was indebted to  
 your Orators in the full and just sum of Two Thousand, Nine Hundred Dollars  
 (\$2,900) as will more fully appear by reference to a certified copy of a  
 judgment filed herewith as Plaintiffs' Exhibit No. 1.

2.

That Taodor Uzuroy died intestate on or about the 27<sup>th</sup> day of  
 April, 1961 and James S. Kirkley has been appointed Administrator of the  
 Estate of Taodor Uzuroy, deceased.

FILED

1963 JUL -2 AM 10:28

3.

That the personal estate of Taodor Uzuroy is insufficient to pay the debts owed by the Deceased.

4.

That Taodor Uzuroy departed this life seized and possessed of two lots of ground improved by a little house thereon as may be seen by a certified copy of the deed filed herewith as Plaintiffs' Exhibit No. 2.

5.

That Taodor Uzuroy left no known heirs and by virtue of the laws of the State of Maryland under Art. 93, Sec. 152 of the 1957 Edition of the Annotated Code of Maryland, the Board of County Commissioners of Anne Arundel County, for the use of the public schools of said county, would be beneficiary in the place of heirs.

TO THE END, THEREFORE:

1. That this Honorable Court might appoint a Trustee or Trustees to sell the real estate of Taodor Uzuroy for the payment of his creditors.
2. That your Orators may have such other and further relief as their case may require.

*George B. Woelfel*  
Woelfel, Curley & Woelfel  
Solicitors for Plaintiffs  
9-13 School Street  
Annapolis, Maryland

---

SAMUEL EARL STEWART and  
VIOLA MAY STEWART, his wife  
Severn, Maryland

: No.

15,701

Equity

vs

In the Circuit Court

JAMES S. KIRKLEY, Administrator of  
the estate of Taodor Uzuroy, dec'd  
421 Crain Highway, SE  
Glen Burnie, Maryland

for

and

UNKNOWN HEIRS OF TAODOR UZUROY, dec'd:  
addresses unknown

Anne Arundel County

and

BOARD OF COUNTY COMMISSIONERS OF  
ANNE ARUNDEL COUNTY for the use of  
the public schools of said county  
Annapolis, Maryland

: : : : : : : : : : : :

ORDER OF PUBLICATION

The Purpose of this Bill:

That this Honorable Court might appoint a Trustee or Trustees to  
sell the real estate of Taodor Uzuroy for the payment of his creditors;  
and for such other and further relief as their case may require.

The Bill Recites:

That Taodor Uzuroy, deceased, during his life time was indebted  
to your Orators in the full and just sum of Two Thousand, Nine Hundred  
Dollars (\$2,900) as will more fully appear by reference to a certified  
copy of a judgment filed herewith as Plaintiffs' Exhibit No. 1.

That Taodor Uzuroy died intestate on or about the 27<sup>th</sup> day of  
April, 1961 and James S. Kirkley has been appointed Administrator of the  
Estate of Taodor Uzuroy, deceased.

That the personal estate of Taodor Uzuroy is insufficient to pay  
the debts owed by the Deceased.

That Taodor Uzuroy departed this life seized and possessed of  
two lots of ground improved by a little house thereon as may be seen by a  
certified copy of the deed filed herewith as Plaintiffs' Exhibit No. 2.

That Taodor Uzuroy left no known heirs and by virtue of the laws of the State of Maryland under Art. 93, Sec. 152 of the 1957 Ed. of the Annotated Code of Maryland, the Board of County Commissioners of Anne Arundel County, for the use of the public schools of said county, would be beneficiary in the place of heirs.

It is thereupon this 12<sup>th</sup> day of July, 1963, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the Plaintiffs, Samuel Earl Stewart and Viola May Stewart, his wife, by causing a copy of this Order to be inserted in some newspaper printed and published in Anne Arundel County, once in each of four successive weeks before the 12<sup>th</sup> day of August, 1963, give notice to the said Unknown Heirs of Taodor Uzuroy of the object and substance of the bill and warn them to be and appear in this Court on the 13<sup>th</sup> day of September, 1963 to show cause, if any they have, why a decree should not be passed as therein prayed.

Louis H. Phipps

Clerk

SAMUEL EARL STEWART and  
VILOA MAY STEWART, his wife

Plaintiffs

vs

JAMES S. KIRKLEY, Administrator  
of the Estate of Taodor Uzuroy,  
deceased,

and

UNKNOWN HEIRS OF TAODOR UZUROY,  
deceased

and

BOARD OF COUNTY COMMISSIONERS OF  
ANNE ARUNDEL COUNTY

Defendants

LIBER 152 PAGE 221

IN THE  
CIRCUIT COURT  
FOR  
ANNE ARUNDEL COUNTY

EQUITY NO. 15,701

\* \* \* \* \*

ANSWER TO CREDITOR'S BILL TO SELL REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes James S. Kirkley, Administrator of the Estate of Taodor Uzuroy, deceased, by his attorney, John S. Collins, and for Answer to the Creditor's Bill and each and every count thereof, heretofore filed against him in the above cause, respectfully says:

1. That the Defendant admits the allegations contained in the first paragraph of the Bill.

2. That the Defendant admits the allegations contained in the second paragraph of the Bill.

3. That the Defendant admits the allegations contained in the third paragraph of the Bill.

4. That the Defendant admits the allegations contained in the fourth paragraph of the Bill.

5. That the Defendant admits the allegations contained in the fifth paragraph of the Bill.

And in further answer to the Bill of Complaint, the Defendant avers that the Administration Account has not been filed because there are other outstanding debts, which debts cannot be satisfied until the Real Estate has been sold; and that the Defendant requests that the Attorney for the Estate be appointed Trustee of

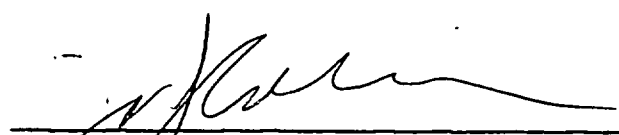
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1963 JUL 17 AM 10:30

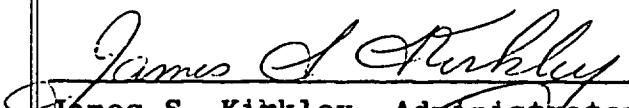
the sale of the property.

LIBER 152 PAGE 222

AND AS IN DUTY BOUND, etc.

  
John S. Collins  
22 Baltimore-Annapolis Blvd., N.E.  
Glen Burnie, Maryland  
Southfield 6-1877

Attorney for Estate of Taodor  
Uzuroy, deceased

  
James S. Kirkley, Administrator  
of the Estate of Taodor Uzuroy,  
deceased

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this <sup>16<sup>th</sup></sup> day of July, 1963, before  
me, the subscriber, a Notary Public of the State of Maryland, in  
and for the County aforesaid, personally appeared, JAMES S. KIRKLEY,  
Administrator of the Estate of Taodor Uzuroy, deceased, and made  
oath in due form of law that the matters and facts set forth in the  
aforegoing Answers are true and correct to the best of his  
information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

  
Audrey M. Moreland, Notary Public

ORDER OF COURT

UPON the foregoing Answer and Affidavit, it is, this <sup>17<sup>th</sup></sup>  
day of July, 1963, by the Circuit Court for Anne Arundel County,  
In Equity,

<sup>They are</sup>  
ORDERED, that John S. Collins, Attorney for the Estate of  
Taodor Uzuroy, deceased, be and ~~is~~ hereby appointed Trustee of the  
sale of the property in the Estate of Taodor Uzuroy, deceased,

<sup>and George B. Woolfel</sup>

  
JUDGE

FILED

1963 JUL 17 PM 3:50

Bv

That Taodor Uzuoy left no known heirs and by virtue of the laws of the State of Maryland under Art. 93, Sec. 152 of the 1957 Ed. of the Annotated Code of Maryland, the Board of County Commissioners of Anne Arundel County, for the use of the public schools of said county, would be beneficiary in the place of heirs.

It is thereupon this 2nd day of July, 1963, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the Plaintiffs Samuel Earl Stewart and Viola May Stewart, his wife, by causing a copy of this Order to be inserted in some newspaper printed and published in Anne Arundel County, once in each of four successive weeks before the 12th day of August, 1963, give notice to the said Unknown Heirs of Taodor Uzuoy of the object and substance of the bill and warn them to be and appear in this Court on the 13th day of September, 1963, to show cause, if any they have, why a decree should not be passed as therein prayed.

LOUIS N. PHIPPS,  
Clerk

True Copy, TEST:

LOUIS N. PHIPPS  
Clerk

a-1



SAMUEL EARL STEWART, ET UX LIBER \* 152 PAGE 225

VS. \* IN THE  
JAMES S. KIRKLEY, ADM. \* CIRCUIT COURT  
AND \* FOR  
UNKNOWN HEIRS OF TAODOR UZUROY \* ANNE ARUNDEL COUNTY  
AND \* EQUITY #15,701  
BOARD OF COUNTY COMMISSIONERS \*  
OF ANNE ARUNDEL COUNTY \*

\* \* \* \* \*

ANSWER

Now comes the Board of County Commissioners of Anne Arundel County by Henry J. Tarantino, Richard N. Hambleton, and Joseph W. Hoy, their solicitors, and for answer to the Creditors Bill to Sell Real Estate exhibited against it, says:

1. The allegations contained in Paragraph One are admitted.
2. The allegations contained in Paragraph Two are admitted.
3. The allegations contained in Paragraph Three are admitted.
4. The allegations contained in Paragraph Four are admitted.
5. The Board of County Commissioners is without knowledge as to the allegation concerning the lack of heirs and requests that such probative evidence of this fact as the complainant possesses be fully presented to this Honorable Court.

And as in Duty Bound, etc.

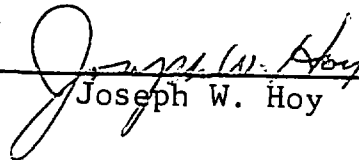
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1963 SEP 25 AM 10:11

HENRY J. TARANTINO  
County Solicitor

BY Joseph W. Hoy  
Joseph W. Hoy

I hereby certify that on this 25<sup>th</sup> day of September, 1963, a copy of the foregoing Answer was mailed to George B. Woelfel, 9-13 School Street, Annapolis, Maryland.

  
Joseph W. Hoy

Samuel Earl Stewart, : No. 15,701 Equity  
et al :  
 : In the  
vs. : Circuit Court  
 : for  
James S. Kirkley, Adm. :  
etc, et al. : Anne Arundel County

: : : : : : : :

AFFIDAVIT OF EFFORT TO LOCATE  
UNKNOWN HEIRS OF TAODOR UZUROY,  
DECEASED

: : : : : : : :

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 23rd day of September, 1963, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared George B. Woelfel who made oath in due form of law that the decedent for whom the work was performed is dead and his estate has been closed and as far as the personal property in the Orphans Court is concerned he had no heirs and that said George B. Woelfel had an order of publication for the unknown heirs in this case and no one replied, consequently, the Plaintiffs have no other means of knowing any unknown heirs or how else to notify them.

George B. Woelfel  
Affiant

Witness my hand and seal Notarial.

Mary M. Hoff  
Notary Public

FILED

1963 SEP 26 PM 12:42

Samuel Earl Stewart and  
Viola May Stewart, his wife

vs.

James S. Hirkley, Adm., etc, et al

No. 15701 ~~DIVORCE~~ - - EQUITY

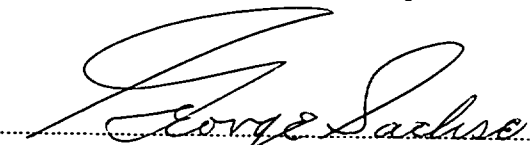
IN THE  
CIRCUIT COURT  
FOR  
ANNE ARUNDEL COUNTY

**DECREE PRO CONFESSO**

The respondent, ..... unknown heirs of Taodor Uzuroy, deceased, .....  
after order of publication duly published (~~or served~~) (~~having been duly summoned~~), having failed to  
appear to the bill of complaint and answer same according to the command of the said order of  
publication (~~or writ of summons~~).

It is, thereupon, this 16<sup>th</sup> day of ..... September ..... 19 63,  
by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said  
bill of complaint be, and the same is hereby, taken pro confesso against said respondent.

And it is further ordered that leave is hereby granted to the complainant to take testimony be-  
fore any one of the standing Examiners of this Court in support of the allegations of the said bill  
upon giving due notice to the respondent of the time and place of taking of testimony.

  
Judge

*Filed Sept 26 1963*

SAMUEL EART STEWART, et ux., \* IN  
Plaintiff \* THE CIRCUIT COURT  
vs. \* FOR  
JAMES S. KIRKLEY, Admn., et al.\* ANNE ARUNDEL COUNTY  
Defendant \* No. 15,701 Equity

\* \* \*

TESTIMONY ON BEHALF OF PLAINTIFF

27 September 1963

PRESENT:

George B. Woelfel, Esquire, Solicitor for Plaintiffs  
John S. Collins, Esquire, Solicitor for Defendants  
Emanuel Klawans, Esquire, Court Examiner and Master  
Mrs. Audrey C. Geregitano, Court Stenographer

WITNESSES:

Viola May Stewart, Pages 2 - 4  
George B. Woelfel, Esquire, Page 5  
James S. Kirkley, Pages 6 - 7

FILED

1963 NOV -1 PM 3:12

VIOLA MAY STEWART, a witness of lawful age being first  
duly sworn, deposes and says:

(MR. WOELFEL)

1 Mrs. Stewart, state your name and address.

A Viola May Stewart, Box 191, Route 3, Severn, Maryland.

2 Did you know Taodor Uzuroy?

A I did.

3 Where did he live?

A He lived right next door to me.

4 Is Taodor Uzuroy living or dead?

A He's dead now.

5 When did he die?

A He died in April ----

6 27th 1961?

A Yes.

7 Did he leave a Will or did he die without a Will?

A He died without a Will.

8 Who has been appointed Administrator of his Estate?

A James S. Kirkley.

9 Now, is the Estate of Taodor Uzuroy indebted unto you

A Yes, it is.

10 State the amount of indebtedness.

A \$2,000 ----

11 \$2,900.00?

(MR. KLAWANS)

12 Is that correct? Is that the amount of the judgment that has been  
filed as an exhibit?

A It is. \$2,900.00, that I know of.

13 Has any of that been paid?

A No, not one penny.

(MR. WOELFEL)

14 As far as you know, has Taodor Uzuroy sufficient money or personal property to pay this debt?

A I don't think so. I don't know just what he has.

15 Now, did Taodor Uzuroy die seized and possessed of any real estate in Anne Arundel County?

A Yes, he did.

16 Is that the property contained in Plaintiff's Exhibit No. 2, a certified copy being filed?

A Yes.

(CERTIFIED COPY OF DOCKET ENTRIES IN NO. A-8545 LAW FILED HERewith MARKED EXAMINER'S EXHIBIT NO. 1; CERTIFIED PHOTOSTATIC COPY OF DEED DATED 20 JULY 1934, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER W.M.B. NO. 129, FOLIO 107, FILED HERewith MARKED EXAMINER'S EXHIBIT NO. 2)

(MR. WOELFEL)

17 Did Taodor Uzuroy leave any known heirs, as far as you know?

A As far as I know of, no.

(MR. KLAWANS)

18 Was he survived by any wife?

A No.

19 Did he have any children?

A No.

20 Or descendants of children?

A He was a bachelor as far as I know of.

21 Do you know how long he has been dead?

A Over two years.

22 And your debt has not been paid?

A No, it hasn't.

23 And you think it's necessary to sell the real estate to pay your debt?

A I do.

(MR. COLLINS)

No questions.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties?

If so, state same fully and at large in your answer.

Answer.....No.....

Signature...H. L. May...Stewart



GEORGE B. WOELFEL, a witness of lawful age being first  
duly sworn, deposes and says:

(MR. WOELFEL MADE THE FOLLOWING STATEMENT)

I have examined title and the property still appears to  
be in the name of Taodor Uzuroy and it was assessed in the  
Orphans' Court for Anne Arundel County for \$3,500.00.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or  
thing that may be of benefit or advantage to the parties to  
this suit or either of them or that may be material to the  
subject of this your examination or the matters in question  
between the parties?

If so, state same fully and at large in your answer.

Answer.....*no*.....  
Signature.....*George B. Woelfel*.....

JAMES S. KIRKLEY, a witness of lawful age being first duly sworn, deposes and says:

(MR. WOELFEL)

1 State your name and address?

A James S. Kirkley, 400 N Street, Glen Burnie.

2 Now you are the Administrator of the Estate of Taodor Uzuroy?

A That's right.

3 Do you know of this judgment of Mrs. Stewart that she has against the Estate?

A I do.

4 Why haven't you paid the judgment?

A We do not have enough assets in the Estate to take care of the obligations unless the real estate is sold.

5 You've made a first and final accounting in the Orphans' Court?

A Yes.

(MR. COLLINS)

Just a first, not a final.

(MR. WOELFEL)

6 And that discloses that there is not sufficient money there to pay the debt?

A That's right. Correction on this, Mr. Woelfel. We have enough money in the Bank to take care of it but we have other obligations that are against this also.

(MR. KLAWANS)

7 What are the other obligations?

A The administration fees, plus counsel fees, plus \$110.00 approximately also.

8 Does that appear in this Administration Account?

A This is an obligation subsequent to the filing of the Account.

This is \$100.00 that is an appraisal fee and \$10.00 for a bond.

9 State and County taxes are unpaid?  
A State and County taxes are unpaid. The administration commissions  
are unpaid.  
10 What do they amount to, do you know?  
A Administration would be \$360.00.  
11 And what are the State and County taxes?  
A We don't have that figure. And also counsel fees.  
12 The amount of which is what?

(MR. COLLINS)

Well, I've petitioned the Court for \$700.00.

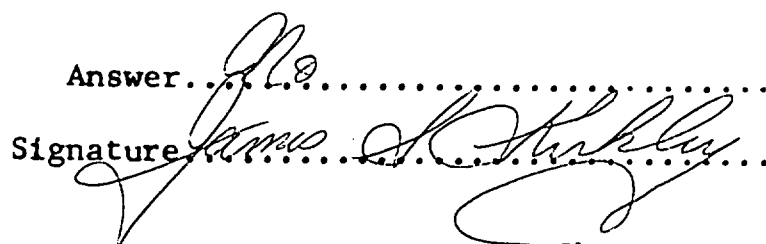
(MR. WOELFEL)

I suggest that you file another account and have it  
approved by the Orphans' Court and bring it up here and we'll  
put it in this case where it is evidence and it will show the  
deficit and that will conclude it.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or  
thing that may be of benefit or advantage to the parties to  
this suit or either of them or that may be material to the  
subject of this your examination or the matters in question  
between the parties?

If so, state same fully and at large in your answer.

Answer.....  
Signature.....  


There being no further witnesses to be examined on behalf of the plaintiff at this time, and no further testimony desired in her behalf, this testimony is now closed, and at the request of the plaintiff's Solicitor is returned to the Court.

I hereby certify that the foregoing testimony was taken at the instance of the Plaintiff; that I, the undersigned Examiner, was present in the same room with the witnesses throughout the taking of the testimony; that the testimony was taken in one day.

Witness my hand and seal this 31<sup>st</sup> day of October 1963

Emanuel Klawans (SEAL)  
Emanuel Klawans, Examiner

E.K. \$25.00  
A.G. \$10.00 *for AG*

LIBR 132 PAGE 237

SAMUEL EARL STEWART and  
VIOLA MAY STEWART, his wife : IN THE CIRCUIT COURT  
:  
G. B. Woelfel, :  
Attorney : FOR  
:  
vs. : ANNE ARUNDEL COUNTY  
:  
JAMES S. KIRKLEY, Administrator :  
of the Estate of TAODOR UZUROY :  
deceased. :  
:  
John S. Collins, : NO. A-8545 LAW  
Attorney :  
:

DOCKET ENTRIES

1962 Dec. 27 Declaration in Contract filed.  
1963 Jan. 7 Summons issued with Copy of Declaration and de-  
livered to Sheriff to be served.  
Sheriff's Return: Summoned James S. Kirkley,  
Administrator of the Estate of Taodor Usuroy  
1/8/63.  
Rule Plea.  
1963 Jan. 18 Pleas filed.  
1963 Jan. 18 AT ISSUE.  
1963 June 4 Case at issue-issues joined elects Jury Trial  
sworn before Judge Sachse Testimony taken. At  
close of the Plaintiff's case, Defendant's  
attorney submits Motion for Directed Verdict.  
Court reserves ruling on Motion. At close of  
all testimony Defendant's attorney re-submits  
Motion for Directed Verdict. Motion denied.  
Finding of the Jury for the Plaintiffs Judgement  
Nisi entered for the Plaintiffs against the De-  
fendant for \$2,900.00 interest from date and costs  
of suit.

1963 June 10 Judgment Absolute entered for the Plaintiffs  
against the Defendant for \$2,900.00 interest

Plaintiff's Exhibit No. 1

1963 JUL -3 AM 9:00  
FILED

from date and costs of suit.

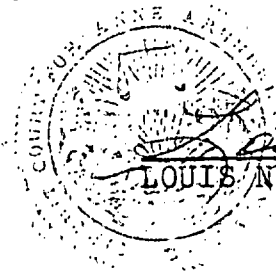
INDEXED IN JUDGMENT INDEX.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the above copy of Judgment is taken from the Record of Proceedings of the Circuit Court for Anne Arundel County, No. A8545 Law.

AND I FURTHER CERTIFY, That it does not appear from any entry therein, that the same has been paid or in any manner satisfied.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Circuit Court for Anne Arundel Co. this 2nd day of July, 1963.



LOUIS N. PHIPPS

*Louis N. Phipps* Clerk,

(INT. REV. STAMP \$2.00)

152 200

THIS DEED, made this 20th day of July 1934, by and between John Grauling, Jr., and Catherine M. Grauling, his wife, of Anne Arundel County State of Maryland, of the first part, hereinafter called "Grantors"; and Taodor Uzuroy, single, of said county and state of the second, part hereinafter called "grantee".

WITNESSETH that for and in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations, the receipt whereof in full is hereby acknowledged the said grantors do hereby grant and convey unto the said grantee, his heirs and assigns, in fee simple,

ALL that two lots of ground in the Fourth Election District of Anne Arundel County, which are known and described as lots Nos. 131 and 132 on the Plat of Thompson Farms, recorded among the Land Records of Anne Arundel County in Plat Book C. W. No. 1 section 3 folio 181, said lots having a combined frontage of 207.28 feet on Walton Road.

BEING part of the property conveyed to the said John Grauling, Jr., and Catherine M. Grauling his wife, by deed from David Scarlett Ross, dated November 7, 1919, and recorded among the Land Records of Anne Arundel County in Liber A. N. W. 12 folio 301.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters privileges, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto and to the use and benefit of the said Taodor Uzuroy his heirs and assigns, forever in fee simple.

AND the said grantors hereby covenant that they will warrant specially the title to the property hereby conveyed, and will execute such other and further assurances of the same as may be requisite.

WITNESS the hands and seals of the said grantors.

test;

AUGUSTA M. BROWN

JOHN GRAULING JR. (SEAL)

CATHERINE M. GRAULING (SEAL)

STATE OF MARYLAND ANNE ARUNDEL COUNTY TO WIT:

I HEREBY CERTIFY that on this 20 day of July 1934, before the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared John Grauling, Jr. and Catherine M. Grauling his wife, and acknowledged the foregoing deed to be their act.

WITNESS my hand and notarial seal.

(NOTARIAL SEAL)

AUGUSTA M. BROWN

NOTARY PUBLIC

RECORDED JULY 25, 1934 at 2-30 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT.

I HEREBY CERTIFY, that the foregoing DEED ..... is truly taken and copied from Liber. A. B. No. 122 ..... folio 107 ..... one of the ..... Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 28 ..... day of ..... JULY .....

A. D. 1963

*Louis H. Phipps*  
Clerk of the Circuit Court for Anne Arundel County



SAMUEL EARL STEWART, and  
VIOLA MAY STEWART, his wife,

Plaintiffs,

v.

No. 15,701 Equity

In The Circuit Court For

JAMES S. KIRKLEY, ADMINISTRATOR  
OF THE ESTATE OF TAODOR UZUROY,  
DECEASED,

Anne Arundel County.

And

UNKNOWN HEIRS OF TAODOR UZUROY,

And

COUNTY COMMISSIONERS OF ANNE ARUNDEL  
COUNTY,

Defendants.

REPORT OF MASTER IN CHANCERY

This is a creditors' bill for sale of decedent's realty to pay his debts, brought by the plaintiffs on behalf of themselves and any other creditors who come into this action and contribute to its costs.

It is alleged in their complaint that Taodor Uzuroy died intestate, owning realty in Anne Arundel County, and having no known heirs so that under Code, Art. 93 sec. 152 the County Commissioners would take the realty for benefit of public schools; that plaintiffs have obtained judgment against decedent's estate, and his personalty is insufficient to pay this.

James S. Kirkley, Administrator of the estate, filed answer to the suit, in which he admits the facts alleged by plaintiffs, and further alleges that other debts are outstanding and cannot be satisfied until the realty is sold, and requesting that the Administrator's attorney be made trustee to sell the realty. By order of this Court passed thereon, George B. Woelfel, attorney for the plaintiffs, and John S. Collins, the Administrator's attorney, have been appointed trustees to sell "the property" of said decedent's estate.

The County Commissioners filed answer in which they admit the facts alleged by plaintiffs, except that they are without knowledge as to lack of heirs and request proof.

An order of publication, addressed to decedent's unknown heirs, and which fully stated the purpose and substance of the bill of complaint, was published in Maryland

563 NOV 12 PM 10:53

Gazette once a week for four successive weeks before August 12, 1963, first insertion July 11th, requiring those defendants to appear by September 13th, 1963. This complies with Rules 180b2 and 105. George B. Woelfel made affidavit that he has no other means of ascertaining the unknown heirs of decedent. Decree pro confesso was granted against said unknown heirs on September 26, 1963, with leave to take testimony.

Testimony was taken, attended by Mr. Woelfel and Mr. Collins. It shows the following:-

1. At the time of his death, Taodor Uzuroy still owned in fee simple land in the Fourth Election District of Anne Arundel County, Maryland, designated as Lots Nos. 131 and 132 on the Plat of Thompson Farms recorded in Plat Book G.W. 1, Section 3, folio 181, having a combined frontage on Walton Road of 207.28 feet, improved by a small house. This had been conveyed to him by deed from John Grauling, Jr. et al dated July 30, 1934, recorded W.M.B. 129 folio 107, a certified copy of which is filed in evidence. The realty had been appraised in the local Orphans Court for inheritance tax purposes at \$3,500.

2. The decedent had never been married, and left no wife, child, or descendant, and no known relative.

3. The plaintiffs have judgment against decedent's estate for \$2,900, with interest from June 10, 1963, and costs, as is shown by a certified copy of the docket entries filed in evidence here. No part of this has been paid.

4. The administrator of the personal estate, James S. Kirkley, testified that he has funds with which to pay plaintiffs' judgment; but there will be administration fees of \$360, a counsel fee yet to be allowed, and there will be a fee of \$100 for appraisers, and \$10 for bond, and State and County taxes are unpaid, and the estate does not have enough assets to pay all these obligations. A first, but not final administration account has been filed, which does not show these potential obligations. The solicitors agreed that another administration account will be filed, showing the deficit, and approval of the Orphans Court sought, and a copy will be filed in this proceeding. This has not been done. But examination of the records of the Orphans Court shows that the Court approved a first administration account showing a balance of \$3,388.96 remaining in the administrator's hands after paying for the funeral, bond, notice to creditors, state tax on commission, and Orphans Court costs, and since that accounting the Orphans Court has approved a fee of \$700 to the administrator's attorney, so it is apparent that the personal estate is not sufficient to pay all of decedent's debts and costs of administration, although not shown by evidence in this proceeding, other than by this statement of the Master In Chancery based upon his examination of

records of the local Orphans Court, and this Court is empowered to order sale of  
realty under Code, Art. 16 sec. 157. *Certified copies of proofs filed*

*herewith*

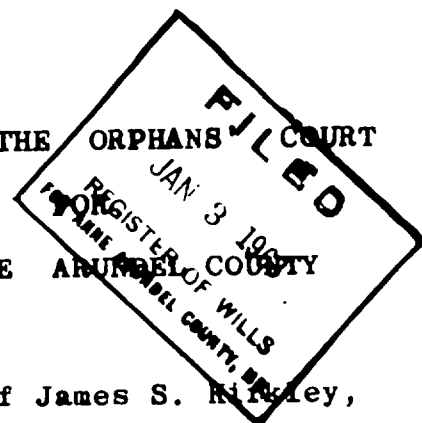
11/1/63 The testimony was filed.

11/12/63 The case will be ready for decree. The decree herewith submitted is recommended.

E. J. Laurens  
Master in Chancery

IN THE MATTER OF THE  
ESTATE OF  
TAODOR UZUROY, DECEASED

IN THE ORPHANS COURT  
REGISTER OF WILLS  
ANNE ARUNDEL COUNTY, MARYLAND



152 244

\* \* \* \* \*

The First Administration Account of James S. Kirkley,  
Administrator of the Estate of Taodor Uzuroy, deceased.

This Accountant charges himself with the following personal  
property:

Cash in Bank	\$ 3,600.00 ✓
Cash on hand at time of death	11.87 ✓
Veterans Administration - Funeral Expenses	250.00
<del>XXXXXXXXXXXXXXXXXXXX</del>	<del>XXXXXXXXXX</del>
Personal Estate - as per Inventory	100.00 ✓
ESTATE TO BE ACCOUNTED FOR	\$ 3,961.87 ✓

And he craves allowance for the following payments and  
disbursements:

Hopping & Kirkley Funeral Home	\$ 459.30 ✓
Funeral expenses	
John H. Hopkins, - Administrators	20.00
Bond - 1961 & 1962	
Capital-Gazette Press, Inc. - Notice to Creditors	20.00
Register of Wills: State Tax on Commissions-Personal Property 1% - \$ 3,961.87	39.62 ✓
Register of Wills: Court Costs including this Account	33.99
TOTAL DISBURSEMENTS	\$ 572.91 ✓
Amount in hands of Administrator	\$ 3,388.96 ✓

*James S. Kirkley*  
James S. Kirkley, Administrator of  
the Estate of Taodor Uzuroy, deceased

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this 13th day of December, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared, JAMES S. KIRKLEY Administrator of the Estate of Taodor Uzuroy, deceased, and made oath in due form of law that the foregoing Account is just and true as stated and that he has paid or secured the payment of every sum which he craves an allowance.

AS WITNESS my hand and Notarial Seal.

*Audrey M. Moreland*  
Audrey M. Moreland, Notary Public

Approved by Order of Court this 8th day of January, 1963

*Emily M. Smith* C.J.

*William L. Moreland* Aff

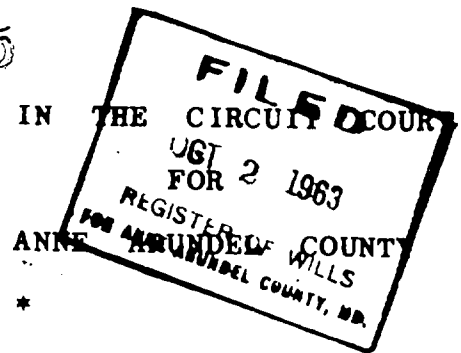
*Luke T. Anthony* A.J.

Mr. Clerk:  
Please file  
E. Lawrence, Esq.

FILED  
1963 NOV 12 AM 10:53

152 245

IN THE MATTER OF THE  
ESTATE OF  
TAODOR UZUROY, DECEASED



PETITION FOR COUNSEL FEE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of James S. Kirkley, Administrator of the Estate of Taodor Uzuroy, deceased, respectfully shows:

1. That your Petitioner did employ counsel, John S. Collins, to represent him in certain matters concerning the handling of the Estate of Taodor Uzuroy, deceased,
2. That the said attorney did prepare and present numerous petitions and orders of court on behalf of the said estate, including Petition for Letters of Administration, Petition to Sell Chattels, Petition to Pay Funeral Expenses, Reports of Sale, and other Accounts to the Orphans' Court.
3. That the said attorney did conduct an intensive search for the heirs and next of kin of the deceased who would be entitled to share in the Estate of Taodor Uzuroy, deceased.
4. That a claim was filed by Samuel Earl Stewart and Viola May Stewart, his wife, which your Petitioner felt was unfounded.
5. That the said Samuel Earl Stewart and Viola May Stewart, his wife, filed suit in the Circuit Court for Anne Arundel County in the amount of Seven Thousand Seventy-five Dollars (\$7,075.00) for services rendered to the decedent prior to his death.
6. That as attorney for the estate, John S. Collins, did defend the estate; and that the attorney did have numerous negotiations with the Plaintiff's Counsel; that the case was tried before a jury and that by reason of his active defense, the jury returned a verdict of only Twenty-nine Hundred Dollars (\$2900.00).

7. That the Estate of Taodor Uzuroy, deceased, has an approximate value of \$3,240.00, exclusive of real estate, and is solvent; that no fee has as yet been paid to said attorney for his advice and assistance.

8. That the aforesaid services of the said attorney were necessary, property and for the benefit of the Estate and your Petitioner is advised, and therefore avers, that it is proper that the said attorney be compensated for his services out of the Estate herein.

WHEREFORE, your Petitioner prays that an Order be passed authorizing him to pay to John S. Collins, out of the Estate of Taodor Uzuroy, deceased, such sum of money for his fee as to this Honorable Court may seem proper.

AND, AS IN DUTY BOUND, etc.

  
James S. Kirkley, Administrator  
of the Estate of Taodor Uzuroy,  
deceased

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this 30<sup>th</sup> day of September, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared, JAMES S. KIRKLEY, Administrator of the Estate of Taodor Uzuroy, deceased, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true and correct to the best of his knowledge, information, and belief.

AS WITNESS my hand and Notarial Seal.

  
Audrey M. Moreland, Notary Public

CERTIFICATE

We, the subscribers, Attorneys At Law, hereby certify, that we have read and considered the foregoing Petition, and are of the opinion that the sum of \$ 700.00 is a fair and reasonable fee for the services therein mentioned.

Carl H. Binner  
John S. Collins

O R D E R

UPON the foregoing Petition, affidavit and certificate, it is, by the Orphans' Court of Anne Arundel County, this 3<sup>rd</sup> day of October, 1963,

ORDERED, that James S. Kirkley, Administrator of the Estate of Taodor Uzuroy, deceased, be and he is hereby authorized and directed to pay unto John S. Collins, attorney at law, the sum of \$ 700<sup>00</sup>, as a fee for professional services rendered by him as set forth in the foregoing Petition.

JUDGE

William F. Hamilton  
 a. JUDGE

Leah T. Anthony  
 4 JUDGE

# STATE OF MARYLAND

Anne Arundel County

LIBER 152 PAGE 248

I, GEORGE M. NUTWELL, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the foregoing is a true and full copy of the \_\_\_\_\_

First Administration Account and Petition & Order for Counsel Fee

Estate of Taodor Uzuroy

\_\_\_\_\_ late of said County

deceased \_\_\_\_\_

\_\_\_\_\_ taken from the originals

which are filed, recorded and

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto  
subscribed my name and affix the seal of said Court  
this \_\_\_\_\_<sup>th</sup> day of  
November in the year of our  
Lord, ~~nineteen hundred and forty~~ sixty-three

George M. Nutwell  
Register of Wills for Anne Arundel County





SAMUEL EARL STEWART, and  
VIOLA MAY STEWART, his wife,

LIBER 152, PAGE 249

, Plaintiffs,  
vs.

No. 15,701 Equity  
In The Circuit Court For  
Anne Arundel County.

JAMES S. KIRKLEY, ADMINISTRATOR  
OF THE ESTATE OF TAODOR UZUROY,

:

And

UNKNOWN HEIRS OF TAODOR UZUROY,

And

COUNTY COMMISSIONERS OF ANNE ARUNDEL  
COUNTY,

:

Defendants.

---

DECREE

---

This cause standing ready for hearing and being submitted, the proceedings were read and considered by the Court.

It is thereupon, this 13<sup>th</sup> day of November, 1963, by the Circuit Court for Anne Arundel County, sitting in Equity, adjudged, ordered, and decreed:

1. That the personal estate of Taodor Uzuroy is not sufficient to pay his debts and costs of administration.
2. That the realty mentioned in these proceedings be sold to pay debts and other lawful charges.
3. That the following persons are hereby appointed trustees to make said sale:  
George B. Woelfel and John S. Collins
4. That the course and manner of their proceedings shall be as follows:  
They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves and by a surety or sureties to be approved by the Clerk of Court or by this Court, in the penalty of five thousand dollars (\$5,000.00), conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future decree or order in the premises. They shall then proceed to make said sale, having given at least three weeks' notice of the time, place, and terms of sale by advertisement inserted in such newspaper or newspapers published in this County as they shall think proper, at least once in each of three successive weeks, the first such publication to be not less than twenty days prior to sale and the last such publication to be not more than one week prior to sale,

1563  
NOV 13 PM 3:23

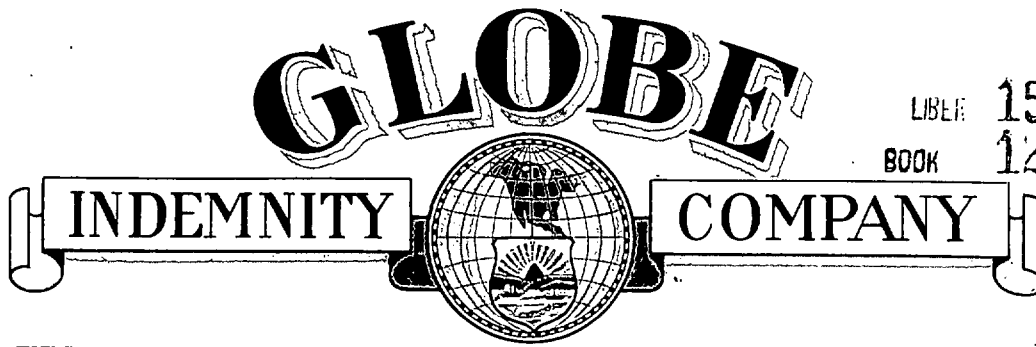
FILED

which terms shall be a deposit of five hundred dollars (\$500.00) on day of sale, balance in cash upon ratification of sale or all cash at the option of the purchaser, deferred payments to bear interest at the rate of six per cent (6%) from the day of sale. As soon as may be convenient after such sale, the trustees shall return to this Court a full and particular account of their proceedings relative to such sale, with annexed affidavit of the truth thereof and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and upon payment of the whole purchase money and not before, the said trustees shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, the property and estate to him, her, or them sold, free, clear and discharged from all claim of the parties to this cause, plaintiff and defendant, and those claiming by, from and under them or either of them; and the trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions as to the said trustees this Court shall think proper to allow in consideration of the skill, attention and fidelity with which they shall appear to have discharged this trust.

Wm. J. Smith Judge

FILED

1963 NOV 13 PM 2:16



LIBER 152 PAGE 251  
BOOK 12 PAGE 246

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

Equity #15,701

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, John S. Collins and George

B. Woelfel - - - - of Anne Arundel County, State of Maryland, as Principals, and  
Globe Indemnity Company, a body corporate of the State of New York, authorized to do  
business in the State of Maryland, as Surety, are held and firmly bound unto the State  
of Maryland in the full and just sum of Five Thousand and no/100 Dollars - - - - -  
current money, to be paid to the said State or its certain attorneys, to which payment  
well and truly to be made and done we bind ourselves, and each of us, our and each of  
our heirs, executors, administrators and assigns, jointly and severally, firmly by these  
presents; sealed with our seals and dated this 2nd day of December, 1963.

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause  
entitled Samuel Earl Stewart, etal vs. James S. Kirkley, Adm. etal dated 11/13/63,

John S. Collins and George B. Woelfel - - - - - were appointed Trustees  
to make sale of the property described in said proceedings, and the said John S.

Collins and George B. Woelfel - - - - - are about to execute said power and  
make sale of the property described in said proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the  
above bounden do and shall well and faithfully abide by and fulfill any order or decree  
which shall be made by any Court of Equity in relation to the sale of said property,  
or to the proceeds thereof, then the obligation set forth above shall be void and of  
no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Ethel M. Carle  
Ethel M. Carle

John S. Collins (SEAL)  
John S. Collins

George B. Woelfel (SEAL)  
George B. Woelfel PRINCIPALS

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV  
John H. Hopkins, IV, Attorney-in-fact

SURETY

FILED

Bond approved this 2 day of December, 1963  
Louis J. Phipps, Clerk

1963 DEC -2 PM 2:43

# Public Sale Of Valuable Real Estate

LOTS 131-132 OF THOMPSON  
FARMS, SEVERN, MD.

Under and by virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, dated November 13th, 1963, and passed in a cause therein pending, wherein Samuel Earl Stewart and Viola May Stewart, his wife, were plaintiffs, James S. Kirkley, Adm. of the estate of Taodor Uzuroy, deceased, and the unknown heirs of Taodor Uzuroy, deceased, et al, were defendants, the same being No. 15,701 Equity, the undersigned were duly appointed trustees to make sale of the real estate in the said proceedings mentioned and the said Trustees do hereby give notice that the said realty will be offered for sale at public auction at the Court House door in the City of Annapolis, Maryland, on

Tues., Dec. 17, 1963  
at 9:30 o'clock A.M.

All those two lots of ground in the Fourth Election District of Anne Arundel County which are known and described as Lots 131 and 132 on the plat of Thompson Farms recorded among the Land Records of Anne Arundel County in Plat Book G.W. No. 1, Sec. 3, folio 181; said lots having a combined frontage of 207.28 feet on Walton Road. Being the same property conveyed by John Grauling, Jr., and Catherine M. Grauling, his wife, to Taodor Uzuroy, single, by deed dated July 20th, 1934, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 129, folio 107.

IMPROVEMENTS: These lots are improved by a two story shingled house containing five rooms, basement, electricity, water in kitchen oil burner hot air heat.

TERMS OF SALE: A deposit of \$500.00 will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of the sale by the court or all cash at the option of the purchaser; deferred payments to bear interest at the rate of 6 per cent.

For further particulars, apply

GEORGE B. WOELFEL,  
9-11 School St.,  
Annapolis, Md.

JOHN S. COLLINS,  
22 Balto. & Annap. Blvd.,  
Glen Burnie, NE, Md.  
Trustees

ROBERT CAMPBELL,  
Auctioneer

D-12

OFFICE OF

## Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

### CERTIFICATE OF PUBLICATION

Annapolis, Md., December 18, 1963

We hereby certify, that the annexed

Public Sale  
Thompson Farms,  
Severn Md. E.g. 15,701

was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 17th

day of December, 1963. The first

insertion being made the 21st

November, 1963

FILED  
THE CAPITAL-GAZETTE PRESS, INC.

1963 DEC 19 PM 12:47

By H. Tilghman

LIBER 152 PAGE 252

38

Public Sale

Of Valuable Real Estate

LIBER 152 PAGE 253

LOTS 131-132 OF THOMPSON FARMS, SEVERN, MD.

Samuel Earl Stewart, et al

No. 15,701 Equity

In the Circuit Court

vs.

for

James S. Kirkley, Adm., et al

Anne Arundel County

: : : : : : : :

AUCTIONEER'S CERTIFICATE

I hereby certify that upon this 17th day of December, 1963,

I sold the within described property unto *Wm. R. Beckman & Helen Beckman*

at and for the sum of *thirty-four hundred (\$3400)*

Dollars, They being at that figure the highest bidders therefor.

Witness my hand and seal placed hereon.

Tues., Dec. 17, 1963

at 9:30 o'clock A.M.

All those two lots of ground in the Fourth Election District of Anne Arundel County which are known and described as Lots 131 and 132 on the plat of Thompson Farms recorded among the Land Records of Anne Arundel County in Plat Book G.W. No. 1, Sec. 3, folio 181; said lots having a combined frontage of 207.28 feet on Walton Road. Being the same property conveyed by John Grauling, Jr., and Catherine M. Grauling, his wife, to Taodor Uzuroy, single, by deed dated July 20th, 1934, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 129, folio 107.

IMPROVEMENTS: These lots are improved by a two story shingled house containing five rooms, basement, electricity, water in kitchen oil burner hot air heat.

TERMS OF SALE: A deposit of \$500.00 will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of the sale by the court or all cash at the option of the purchaser; deferred payments to bear interest at the rate of 6 per cent.

For further particulars, apply

GEORGE B. WOELFEL, 9-11 School St., Annapolis, Md.  
JOHN S. COLLINS, 22 Balto. & Annap. Blvd., Glen Burnie, NE, Md.  
Trustees

ROBERT CAMPBELL, Auctioneer

D-12

*Mary M. Hoff*

*James H. Campbell* (Seal)  
Auctioneer

PURCHASER'S AGREEMENT

*we* hereby certify that upon this 17th day of December, 1963, *we*

purchased the within described property from George B. Woelfel

and John S. Collins, trustee, at and for the sum of *thirty-*

*four hundred (\$3400)* Dollars, and *we* do hereby agree to comply

with the terms of said sale.

Witness *our* hands and seals placed hereon.

*Mary M. Hoff*

*Helen R. Beckman*  
*William R. Beckman* (Seal)  
Box 90 Severn, Md.

FILED

1963 DEC 24 PM 1:45

Samuel Earl Stewart,	:	No. 15,701	Equity
et al,	:		
	:	In the	
vs.	:	Circuit Court	
	:	for	
James S. Kirkley, Adm.,	:	Anne Arundel County	
et al	:		

: : : : : : : : : : :

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of George B. Woelfel and John S. Collins, Trustees appointed by a decree of this Court, passed in the above entitled cause, dated the 13th day of November, 1963, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust, and after having complied with all the other pre-requisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a weekly newspaper printed and published in Anne Arundel County, for at least three successive weeks before the day of sale, they did, pursuant to said notice, attend at the Court House Door in the City of Annapolis, Maryland, on the 17th day of December, 1963, at 9:30 o'clock A.M. and then and there proceeded to sell said property in manner following, that is to say:

Your Trustees offered at public sale to the highest bidder the property mentioned in said decree, situate in the Fourth Election District of Anne Arundel County and more particularly described as being Lots 131 and 132 on the plat of Thompson Farms recorded among the Land Records of Anne Arundel County in Plat Book G.W. No. 1, Section 3, folio 131, said lots having a combined frontage of 207.28 feet on Walton Road.

And your said Trustees sold the above described property to Helen R. Beckman and William R. Beckman, her husband, for the sum of Thirty-Four Hundred (\$3,400.00) Dollars, they being at that sum


1503 DEC 24 PM 1:45


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LIBER 152 PAGE 255

the highest bidders therefor, the terms of said sale being a deposit of Five Hundred (\$500.00) Dollars, balance upon ratification of the sale.

Respectfully submitted,

  
George B. Woelfel

  
John S. Collins  
Trustees

State of Maryland, Anne Arundel County, to wit:

I hereby certify that upon this 17th day of Decemoer, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, one of the trustees named in the above report of sale, and made oath in due form of law, that the matters and things stated in the foregoing report are true to the best of his knowledge, and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

  
Notary Public

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 23<sup>rd</sup> day of December, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared John S. Collins, one of the trustees named in the above report of sale, and made oath in due form of law, that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.



Nathaniel Phillips  
Notary Public

41



# ORDER NISI

Samuel Earl Stewart, et al

versus

James S. Kirkley, Adm. et al

LIBER 152 PAGE 257

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No 15,701 Equity

Ordered, this 24th day of December, 19 63, That the sale of the property in these proceedings mentioned made and reported by George B. Woelfel and John S. Collins, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of February next.

The report states that the amount of sale was \$ 3,400.00.

Louis N. Phipps Clerk.

True Copy,  
George B. Woelfel  
~~John S. Collins, et al~~  
(Final Order)

TEST:  
For The Maryland Gazette (Jan. 2, 1963) Clerk.

Samuel Earl Stewart, et al

versus

James S. Kirkley, Adm. et al

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of February, 19 64 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Brian Dushett

JUDGE.

FILED

1964 FEB -5 AM 10:24

Samuel Earl Stewart,	:	No. 15,701	Equity
et al,	:	In the Circuit Court	
vs.	:	for	
James S. Kirkley, Adm.,	:	Anne Arundel County	
et al	:		

: : : : : : : : :

PURCHASERS' AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 30th day of December, in the year 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Helen R. Beckman and William R. Beckman, her husband, purchasers at the public sale in this cause, and made oath in due form of law that they are the purchasers and purchased same as principals and not as agents for anyone, and that they have not directly or indirectly discouraged anyone from bidding for the said real estate mentioned in the said report of sale.

Helen R. Beckman

William R. Beckman  
Purchasers

Witness my hand and seal notarial.

John M. Waters  
Notary Public

FILED

1964 JAN -3 PM 1:35

George B. Woelfel, ney  
9 School Street  
Annapolis, Md.

**Order Nisi**  
IN THE CIRCUIT COURT FOR  
ANNE ARUNDEL COUNTY  
NO. 15,701 EQUITY  
SAMUEL EARL STEWART,  
et al  
Versus  
JAMES S. KIRKLEY,  
Adm. et al

Ordered, this 24th day of  
December, 1963, That the sale of  
the property in these proceed-  
ings mentioned made and re-  
ported by George B. Woelfel  
and John S. Collins, Trustees  
BE RATIFIED AND CON-  
FIRMED, unless cause to the  
contrary thereof be shown on or  
before the 3rd day of February  
next; Provided, a copy of this  
Order be inserted in some news-  
paper published in Anne Arun-  
del County, once in each of  
three successive weeks before  
the 3rd day of February next.

The report states that the  
amount of sale was \$3,400.00.

LOUIS N. PHIPPS  
Clerk

True Copy, TEST:  
LOUIS N. PHIPPS  
Clerk

J-23

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 152 PAGE 259

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 24, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,701

Samuel Earl Stewart

James S. Kirkley

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 3rd

day of February, 1964. The first

insertion being made the 22nd day of

January, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

Bv H. T. Thompson

FILED

1964 JAN 24 AM 11:21

No. M. C. 15,701

44

In the Case of

Samuel Earl Stewart, et ux

VS.

James S. Kirkley, Adm., etal

In the

Circuit Court

For

Anne Arundel County

No. 15,701

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.  
February 20, 1964

FINAL ORDER

Auditor.

ORDERED BY THE COURT, this 9 day of March, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Clerk Louis N. Phipps  
Per: L. H. Murphy, deputy

FILED

1964 MAR -9 AM 8:56

1504 FEB 20 PM 4:13

FILED

48

Dr. Samuel Earl Stewart, et ux

LIBER 152 PAGE 261

vs

James S. Kirkley, etal

In Acct. with George B. Woelfel and John S. Collins, Trustees

Cr.

1963						
Dec	17	Proceeds of Sale	3,400	00		
		Interest on deferred payment of				
		2,900.00 from 12/17/63 to 2/10/64	25	39	3,425	39
					3,425	39
		To Trustees for Commissions, viz:	132	76	132	76
		To Trustees for Court Costs, viz:				
		Plaintiffs Solicitors Appearance fee	10	00		
		Defendant's Solicitors Appearance fee	10	00		
		Clerk of Court - Court Costs	80	75		
		W. R. Huggins - Sheriffs fee	2	90		
		Emanuel Klawans - Examiners fee	25	00		
		Audrey C. Geregitano - Stenographers fee	10	00		
		Auditor - Stating this account	30	00	168	65
		To Trustees for expenses, viz:				
		Capital Gazette Press - Order of Publication	99	76		
		Capital Gazette Press - Advertising Sale	77	00		
		Capital Gazette Press - Order nisi, Sale	15	00		
		Robert H. Campbell - Auctioneers fee	45	00		
		Globe Indemnity Co. - Bond Premium	20	00		
		Certified Copies Deed and Judgment	3	75		
		One half Cost documentary Stamps	5	77		
		1962 & 1963 County and State Taxes plus				
		interest and cost of tax sale redemption	121	85		
		Mary M Hoff - Notary fees	1	00		
		Audrey M. Moreland - Notary fees	1	00		
		Court Order				
		George B. Woelfel-Counsel fee 2/19/64	350	00	740	13

f7

LIBER 152 263

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

In Re: The Trust Estate of  
Irvin Owings, deceased.

No. 7505 Equity

The petition of Jeannette G. Owings, Charles W. Owings, Elizabeth O. Little, Irvin G. Owings, D. Clark Owings and Eleanor J. Owings, respectfully represents unto this Honorable Court:

1. That Irvin Owings, late of Anne Arundel County, Maryland, died on the 9th day of August, 1937 testate leaving surviving him as his only heirs at law, and next of kin and sole beneficiaries under his last will and testament your petitioners,

Jeannette G. Owings, widow, Fair Haven, Maryland, adult	
Charles W. Owings, son	Richmond, Virginia "
Elizabeth O. Little, daughter, Fair Haven, Maryland	"
Irvin G. Owings, son, Fair Haven, Maryland,	"
D. Clark Owings son, Fair Haven, Maryland	"
Eleanore J. Owings, daughter Fair Haven, Maryland	"

2. That the last will and testament and the codicil attached thereto of the late Irvin Owings were admitted to probate by the Orphans' Court of Anne Arundel County, Maryland on the 2<sup>nd</sup> day of Oct 1937. A certified copy of said will and codicil thereto is filed herewith marked Exhibit "A" and prayed to be considered a part of this petition.

3. That by items four, five and six, and the codicil to said will of Irvin Owings, deceased, certain of his property was left to your petitioners subject to a certain trust as will more fully appear by reference to said items of the will.

4. That by said last will and testament the American Security & Trust Company was named as trustee to administer said trust created therein with a further provision that, "If for any reason, the said American Security & Trust Company shall fail or be unable to qualify as executor or as trustee or both, under this my last will and testament, for any portion of my estate lying outside of the District of Columbia, then and in

such event, I name, constitute and appoint, in its place and stead, as such executor, or as trustee, or both, as the case may be, in such other jurisdiction or jurisdictions, the person who may then be the president of the said American Security & Trust Company and its successors in office, with all the powers and duties, hereinbefore conferred and imposed upon the American Security & Trust Company as executor or as trustee, or as both, as the case may be."

5. That filed herewith is a certified copy of the renunciation and refusal of the American Security & Trust Company and Cocoran Thom, President of said Company, to act in the capacity of trustee and administer the trust as set forth in said will marked Exhibits "B" and "C".

6. That in order to carry out the intentions of said testator as set forth in his said last will and testament it is necessary to have some proper person or persons appointed by this Honorable Court as trustee or trustees to substitute for in place and stead of the said trustees named in said will to carry out the several trusts therein described.

Wherefore, the premises considered, your petitioners pray:

1. That this Honorable Court assume jurisdiction in the premises for the purpose <sup>only</sup> of appointing a substitute trustee or trustees.

2. That some proper person or persons be appointed by this Honorable Court as trustee or trustees to substitute for and in the place of the American Security & Trust Company and Cocoran Thom, to carry out the said several trusts, in said last will and testament of Irvin Owings, deceased.

3. And for such other and further relief as the Honorable Court may deem just and proper.

<sup>Witness</sup>  
William Brown  
William Brown

Jeannette G. Grouge - (Seal)  
Chas. W. Grouge - (Seal)



William Bonni  
as to all

Elizabeth O. Little - - (Seal)

Irvin G. Owings - - (Seal)

D. Clark Owings - - (Seal)

Eleanore J. Owings - - - (Seal)

Kenneth G. Sussan  
Attorney for Petitioner.

STATE OF MARYLAND----Prince George's County, ss:

I HEREBY CERTIFY that on this 18<sup>th</sup> day of  
October, 1937 before me the subscriber a Notary Public of the  
State and County aforesaid personally appeared Jeannette G.  
Owings, Charles W. Owings, Elizabeth O. Little, Irvin G. Owings,  
D. Clark Owings and Eleanore J. Owings and each made oath in  
due form of law that the matters set forth above are true to the  
best of their knowledge and belief.

William Bonni  
Notary Public.

LIBER 152 265

No. 7505 Equity

In sum + Estate  
of  
John George  
Brown Beaud

Petition

Filed Oct. 21st. 1937.

LANDALE G. SASSCER  
ATTORNEY AT LAW  
UPPER MARLBORO - MD.  
AND  
WOODWARD BLDG., 15 & H STS., N. W.  
WASHINGTON - D. C.

LAST WILL AND TESTAMENT

LIBER 152 267

OF

IRVIN OWINGS

I, Irvin Owings, of Hyattsville, in Prince Georges County, in the State of Maryland, do make, publish and declare the following to be my last will and testament, hereby revoking any and all wills and codicils at any time heretofore made by me:

ITEM I: I direct my executor, hereinafter named, to pay all of my just debts and the expenses of my last illness and funeral, in such amount as it may deem proper, as soon after my death as may be practicable.

ITEM II: All clothing and wearing apparel, jewelry and articles of personal use and adornment, of which I may be possessed, I give and bequeath unto my wife, Jeannette C. Owings, if she shall survive me or, if not, per stirpes, unto my issue surviving at my death

ITEM III: If my wife, Jeannette C. Owings, shall survive me, I give, devise and bequeath unto her, for her use and enjoyment, so long as she may live and remain my widow, my residence at Hyattsville, Maryland, with all land appurtenant thereto, and all of the furnishings and contents of said residence, free from the payment of any rent, my said wife, however, to pay all taxes thereon, maintain suitable insurance, and make reasonable and necessary repairs at her own expense; and I direct that the receipt of my said wife for the furnishings and contents of said residence, shall constitute a full discharge and acquittance of my executor in respect thereof. Upon the death or remarriage

IN WITNESS WHEREOF

of my said wife, whichever event shall first occur, or, if she shall not survive me, then at my death, the said residence and its furnishings and contents shall become a part of the rest, residue and remainder of my property and estate and be held and thereafter disposed of as hereinafter provided therefor.

ITEM IV: At the present time I have policies of insurance upon my life aggregating the sum of Forty Thousand Dollars, (\$40,000.), and payable to my estate in case of my death. If my said wife, Jeannette C. Owings, shall survive me, I give and bequeath the entire proceeds of such life insurance policies unto the American Security and Trust Company, a corporation organized under the laws in force in the District of Columbia and having its principal office and place of business at the City of Washington, in said District, as trustee, in trust, to hold the same with full discretionary powers of management, of sale and resale, of investment and reinvestment, and to keep the same invested, collect all revenue and income arising therefrom, and, after paying all such costs, charges and expenses as it may deem necessary or proper in the administration of this trust, to pay over the net income arising therefrom unto my said wife, Jeannette C. Owings, so long as she may live and remain my widow. Upon her death or remarriage, whichever event shall first occur, the entire trust fund then held by my trustee under this item shall become a part of the rest, residue and remainder of my property and estate, and be held or disposed of as hereinafter provided therefor. I request my executor and trustee to invest this fund as promptly as possible after collection thereof from the insurance companies.

I direct that the provisions contained in this and in the next preceding items hereof for the benefit of my wife

IRVIN OWINGS

Jeannette C. Owings, shall be deemed to be in lieu of any right of dower in my real estate and any distributive share of my personal estate.

ITEM V. All of the rest, residue and remainder of my property and estate, both real and personal, or whatever kind and heresoever situate, of which I may die seized or possessed, or to which I may be entitled at the time of my death, I give, devise and bequeath, absolutely and in fee simple, unto the aforeaid American Security and Trust Company, as trustee, in trust, for the following uses and purposes, namely: My trustee shall divide the entire rest, residue and remainder of my property and estate aforesaid into as many equal parts or shares as there may be children of mine surviving me, the issue, however, surviving at my death, of any child of mine who may have predeceased me, to count, collectively, as a living child in making this computation and division. In the case of a part or share set apart for the surviving issue of a deceased child of mine, my trustee shall transfer, assign and pay over the same, absolutely and in fee simple, per stirpes, unto such surviving issue. In the case, however, of a part or share set apart for any son of mine surviving me, my trustee shall hold the same with full discretionary powers of management, of sale and resale, in fee simple or otherwise, of investment and reinvestment, and shall keep the same invested, collect all rents, revenue and income arising therefrom, and, after paying all such costs, charges and expenses as it may deem necessary or proper in the administration of this trust, shall pay over the net income arising therefrom unto such son until he shall attain the age of thirty (30) years; and thereupon, or if such son shall have already have attained said age at the setting apart of such part or share, then at the setting apart thereof, my

trustee shall transfer, assign and pay over such part of share, absolutely and in fee simple, unto the son of mine for whom the same shall have been set apart as aforesaid. In the event, however, that a son of mine for whom a part or share shall have been set apart, as aforesaid, shall thereafter die before attaining the age of thirty (30) years, then, upon his so dying, if there be issue of his then surviving, my trustee shall transfer, assign and pay over such part or share, absolutely and in fee simple, per stirpes, unto such then surviving issue; but if there be no such issue then surviving, my trustee shall transfer, assign and pay over such part or share, absolutely and in fee simple, per stirpes, unto my then surviving issue, except that, in the case of such portion thereof, if any, as would then be payable to any son of mine then living but under the age of thirty (30) years, or to any daughter of mine then living but under the age of thirty-five (35) years, such portion shall instead be added to the share then held in trust hereunder for such son or daughter, by way of addition thereto and upon the same trusts herein provided therefor. In the case of a part or share set apart for any daughter of mine surviving me, my trustee shall hold the same with all of the full discretionary powers aforesaid, and shall pay over the net income arising therefrom unto such daughter of mine until she shall attain the age of thirty-five (35) years; and thereupon, or if such daughter shall already have attained said age at the setting apart of such part or share, then at the setting apart thereof, my trustee shall transfer, assign and pay over such part or share, absolutely and in fee simple, unto the daughter of mine for whom the same shall have been set apart as aforesaid. In the event, however, that a daughter of mine for whom a part or share shall have been set apart, as aforesaid, shall

IRVIN OWINGS

thereafter die before attaining the age of thirty-five (35) years, then, upon her so dying, if there be issue of hers then surviving, my trustee shall transfer, assign and pay over such part or share, absolutely and in fee simple, per stirpes, unto such then surviving issue; but if there be no such issue then surviving, my trustee shall transfer, assign and pay over such part or share, absolutely and in fee simple, per stirpes, unto my then surviving issue, except that, in the case of such portion thereof, if any, as would then be payable to any son of mine then living but under the age of thirty (30) years, or to any daughter of mine then living but under the age of thirty-five (35) years, such portion shall instead be added to the share then held in trust hereunder for such son or daughter, by way of addition thereto and upon the same trusts herein provided therefor. I further direct that, so long as any son or daughter of mine may be under the age of twenty-one (21) years, the net income hereinbefore provided for such son or daughter of mine shall, if my wife, Jeannette G. Swings, be living, be paid to her for the benefit of such son or daughter; and, in such case, the receipt of my said wife therefor shall constitute a full discharge and acquittance of my trustee in respect thereof, nor shall any bond or accounting be required of her in connection with such payments.

ITEM VI: I hereby name, constitute and appoint the said American Security and Trust Company to be the executor of this my last will and testament, as well as trustee of the trusts hereinbefore created; I hereby give to my said executor full power and discretion in the management and control of my estate, with the right and power to sell all, or any portion thereof, which it may deem necessary or advisable for the payment of my just debts or the advantageous settlement of my estate; and

no purchaser from my said executor, or from my trustee aforesaid, shall be under any obligation to see to the application of the purchase money.

I hereby authorize and empower my said executor and also my said trustee to retain any securities or real estate which I may own at the time of my death, without any liability or responsibility on its part for any loss or damage which may result to my estate by reason of such retention.

If, for any reason, the said American Security and Trust Company shall fail or be unable to qualify as executor, or as trustee, or both, under this my last will and testament, for any portion of my estate lying outside the District of Columbia, then, and in such event, I name, constitute and appoint, in its place and stead, as such executor, or as trustee, or both, as the case may be, in such other jurisdiction or jurisdictions, the person who may then be the president of the said American Security and Trust Company, and his successors in office, with all of the powers and duties hereinbefore conferred and imposed upon the said American Security and Trust Company as executor or as trustee, or as both, as the case may be.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, this 8 day of May, 1925.

Irvin Owings (SEAL)

Signed, sealed, published and declared by the above named testator, Irvin Owings, as and for his last will and testament, in our presence, and we, at his request, in his presence and in the presence of each other, have hereunto subscribed our names as attesting witnesses, on the day and year last hereinbefore written:

Kenneth J. Winfield  
Earl G. Jonscher  
Kenneth C. Moore

Address 3520 - 30 St. N. W., Wash. D.C.  
Address 1362 Shepherd St. N.W. Wash. D.C.  
Address 1900 King St., Alex. Va.



I, Irvin Owings of Hyattsville, Maryland, declare this to be a first Codicil to my Will, which bears date of the 8th day of May, 1925.

1. WHEREAS, by my said Will I bequeathed to my wife, Jeannette G. Owings in Item No. 3, my former residence in Hyattsville, Maryland, which I have since sold, I now declare and direct that in lieu of said Hyattsville residence, my new residence at Fair Haven, Maryland, now being completed, together with the land appurtenant thereto (no part of the farm) be substituted, and in all other respects I confirm the provisions of Item No. 3 above referred to, and wish them to continue in full force and effect.

2. WHEREAS, by my said Last Will in Item 4 I gave and bequeathed \$40,000 of life insurance to the American Security & Trust Company, as trustee, in trust for my wife, Jeannette G. Owings, and whereas, said insurance has since been made payable to my children as beneficiaries, and whereas my estate has suffered considerable loss and shrinkage in recent years, I now declare and direct that in lieu of the said \$40,000 life insurance, the sum of \$30,000 from the proceeds of my estate be substituted, and in all other respects I confirm the provisions of said Item No. 4 of my Last Will and wish them to continue in full force and effect.

In all other respects I confirm my aforesaid Will.

In witness whereof, I have hereunto subscribed my name and affixed my seal this 1st day of March, 1934.

Irvin Owings (SEAL)

Signed, sealed, published and declared by Irvin Owings, as and for his first codicil to his Will, dated the 8th day of May, 1925, in our presence, and we at his request, in his presence, and in the presence of each other, have hereunto subscribed our names as attesting witnesses, on the 1st day of March, 1934.

V. Eugenia Thomas

Address 1215 Quincy St. N. W.  
Washington, D. C.

James W. Gill

Address Silver Spring, Md.

## Anne Arundel County, Ss:

On the 1st day of September, 1937  
came Bruce S. Colton

and made Oath in due form of law, that he do es not know of any Will or  
Codicil of Irvin Owings

late of said County, deceased, other than the above instrument of writing, and that he took  
~~xxxxxx the Will from the will deposit vault of the American~~  
~~Security & Trust Company of Washington, D. C. of which he is Estate Clerk,~~  
and that the Codicil was found among decedent's private papers and  
delivered to him by Lansdale G. Sasscer, attorney. Testator departed  
this life

on or about the 9th day of August, 1937

Sworn to before the subscriber,

TEST: Lucy S. Holladay

*Register of Wills for Anne Arundel County.*

## Anne Arundel County, Ss:

On the 28th day of September, 1937  
came Earl G. Jonscher one of the

subscribing witnesses to the foregoing last Will and Testament of  
Irvin Owings

late of said County, deceased, and made oath in  
due form of law, that he did see the Testator, Irvin Owings

sign and seal this Will; that he heard him publish, pronounce and  
declare the same to be his last Will and Testament, that at the time of

his so doing he was, to the best of his apprehension, of sound  
and disposing mind, memory and understanding; and that he together with

Kenneth J. Winfield and Kenneth C. Moore

subscribed their names as witnesses to this Will in his presence, at  
his request and in the presence of each other.

Sworn to in open Court:

TEST: Lucy S. Holladay

*Register of Wills for Anne Arundel County.*

ANNE ARUNDEL COUNTY, SS.

LIBER 152 275

On this 1st day of September A. D. 1937, personally appeared  
Bruce S. Colton, and on September 29th  
Carl C. Jonscher

who on oath says that  
he is well acquainted with Kenneth J. Winfield and Kenneth C. Moore

and that affiant knows their handwriting, having often seen them write; that after examining  
the signature of Kenneth J. Winfield & Kenneth C. Moore  
on the paper writing

purporting to be the last Will and Testament of Irvin Swings

deceased, late of ANNE ARUNDEL COUNTY, MARYLAND, affiant declares the same to be in the  
handwriting of said Kenneth J. Winfield & Kenneth C. Moore

and it is well known to  
affiants that said Kenneth J. Winfield & Kenneth C. Moore  
are ~~deceased~~ out of  
the State

Bruce S. Colton

Carl C. Jonscher

SIGNATURES.

Sworn to and subscribed before me on the day and year aforesaid.

Lucy S. Holladay

Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the 1st day of October 19137.  
 came V. Eugenia Thomas and James W. Gill  
 subscribing witness to a First Codicil to the foregoing last Will and Testament of  
 Irvin Owings late of said County, deceased, and made oath in  
 due form of law, that they did see the Testator  
 sign and seal this Codicil; that they heard him publish, pronounce and declare  
 the same to be a First Codicil to his last Will and Testament, that at the time of his  
 so doing he was, to the best of their apprehension, of sound and disposing  
 mind, memory and understanding; and that they together with

subscribed their names as witnesses to this Codicil in his presence, at his  
 request and in the presence of each other.

Sworn to ~~in open~~ Court, before  
 Clemence C. Burwell, Clerk to  
 Register of Wills for Anne Arundel County,  
 in Washington, D. C.

Test:  
 Register of Wills for Anne Arundel County.

LIBER 152 277

IN THE ORPHANS' COURT OF ANNE ARUNDEL COUNTY:

The Register of Wills after having carefully examined the above last Will and Testament and Codicil of Irvin Owings, late of said county deceased, and also the evidence adduced as to its validity, orders and decrees this 2nd day of October, 1937, that the same be admitted in this Court as the true and genuine last Will and Testament and Codicil of the said Irvin Owings, deceased.

Under the power conferred upon the Register of Wills by Section 348 of Article 93.

Lucy S. Holladay

Register of Wills for Anne Arundel County.

IN THE ORPHANS COURT OF ANNE ARUNDEL COUNTY, MARYLAND.

IN RE	)	
ESTATE OF	)	
IRVIN OWINGS	)	ADMIN NO.
DECEASED	)	

RENUNCIATION OF ALTERNATE EXECUTOR

I, CORCORAN THOM, President of the American Security and Trust Company, being individually named the alternate executor and trustee under the last will and testament of Irvin Owings, deceased, late of Fair Haven, Anne Arundel County, Maryland, bearing date of the 8th day of May, 1925, as modified by codicil thereto dated March 1, 1934, do hereby renounce all my right to act as executor and as trustee under said will and codicil, and expressly renounce any and all right, title and interest that I may claim or could have had by virtue of said appointment.

Witness my hand and seal this 28th day of September, 1937.

Corcoran Thom (SEAL)

District of Columbia: SS

I, Corcoran Thom, a Notary Public in and for the District of Columbia, do hereby certify that Corcoran Thom personally appeared before me in said District, the said Corcoran Thom being personally known to me as the person who executed the foregoing Renunciation, and acknowledged the same to be his act and deed.

Given under my hand and seal this 28th day of September, 1937.

(NOTARY SEAL)

J. Eliot Moran  
Notary Public, D. C.

## IN THE ORPHANS COURT OF ANNE ARUNDEL COUNTY

IN RE )  
 ESTATE OF )  
 IRVIN SWINGS ) ADMN. NO.  
 DECEASED )

RENUNCIATION OF EXECUTOR

The American Security and Trust Company, a corporation organized and existing under the laws in force in the District of Columbia, named as executor and Trustee under the last will and testament of Irvin Swings, deceased, late of Fair Haven Anne Arundel County, Maryland, bearing date of the 3th day of May, 1925, as modified by codicil thereto dated March 1, 1934, does hereby renounce all of its right to act as executor and as trustee under said will and codicil, and expressly renounces any and all right, title and interest that it may claim or could have had by virtue of said appointment.

IN TESTIMONY WHEREOF, the said American Security and Trust Company has caused its corporate name to be hereunto subscribed by Wm. L. Beale, its Vice President and its corporate seal to be hereunto affixed and attested by Frederick P. M. Siddons, its Secretary, this 28th day of September, 1937.

AMERICAN SECURITY AND TRUST COMPANY

(CORPORATE SEAL.)  
 Attest: Fred. P. M. Siddons

By

Wm. L. Beale  
 Vice President

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND.

In the estate of IRVIN OWINGS,  
Deceased.

Administrati n No.

The petition of FRANK OWINGS respectfully shows:

1.

That IRVIN OWINGS, late of Anne Arundel County, died on the 9th day of August testate leaving surviving him as his heirs at law and next of kin the following persons:

Jeannette G. Owings,	widow	Fair Haven, Maryland
Charles W. Owings,	son	Richmond, Virginia, adult
Elizabeth O. Little	daughter	Fair Haven, Maryland "
Irvin G. Owings	son	Fair Haven, Maryland "
D. Clark Owings,	son	Fair Haven, Maryland "
Eleanore J. Owings	daughter	Fair Haven, Maryland "

11.

That under the terms of the will of Irvin Owings the American Security and Trust Company was named as executor with a provision that if for any reason the said American Security and Trust Company should be unable to qualify as executor for any portion of the estate lying outside of the District of Columbia, then and in that event the then president of the American Security and Trust Company should act as executor in its stead. That filed in the Orphans' Court for Anne Arundel County, herewith, is the renunciation of the American Security and Trust Company and Coeoran Thom of any right that they or either of them might have to administer.

111.

That the decedent left real estate, as far as your petitioner is informed as follows:

Fair Haven Home and farm, 400 acres valued at approximately \$50,000.00.

Birdsville, Anne Arundel County, farm, 250 acres valued at approximately \$6,000.00

St. Mary's Farm, 350 acres, valued at approximately \$12,000.00.

Telephone Exchange Building at Owensville, Anne Arundel County valued at approximately \$3,000.00

A number of lots at Fair Haven valued at approximately \$2,500.00



A one-half interest in a gas station in Brentwood, valued at approximately \$6,000.00

IV.

That the decedent left personal property, as far as your petitioner is informed, as follows:

First Trust Notes in Washington,	balance	\$23,189.12
Second Trust Notes in Washington	balance	36,134.47
Deed of Trust notes of Fair Haven subdivision		5,460.62
Stocks and Bonds, estimated value		20,000.00
Cash in Bank,		
Commerce & Savings		
Commercial account		5,105.58
Commercial account-Fair Haven Subdivi-		
sion		2,724.89
4 Christmas Savings accounts		660.00
Checking account at H. Street Branch		407.38
Prince George's Bank & Trust Company		
Christmas Savings		170.00
First National Bank of Southern Maryland		44.29
		<u>\$93,997.53</u>

V.

That the decedent left debts, as far as your petitioner is informed, as follows:

First National Bank, collateral note	6,500.00
Lincoln National Bank, unsecured note	2,500.00
Lincoln National Bank, unsecured note	3,500.00
	<u>\$12,500.00</u>

Your petitioner, therefore, prays that the last will and testament and a codicil attached thereto, be admitted to probate and record as the last will of Irvin Owings and that Letters Testamentary be issued to Frank Owings.

That Notice to Creditors be published as required by law and such other and further relief may be granted as the nature of the case may require.

Frank Owings  
Petitioner

District of Columbia--SS:

I HEREBY CERTIFY that on this 27th day of September, 1938 before me the subscriber a Notary Public of the District of Columbia aforesaid personally appeared in said District Frank Owings and made oath in due form of law that the matters and facts set forth above are true to the best of his knowledge and belief.

(NOTARY SEAL)

Oliver B. Exline  
Notary Public, D. C.

## IN THE ORPHANS' COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

In the Matter of the Estate of Irvin Owings, deceased

We the undersigned, being the adult heirs at law and next of kin of Irvin Owings, deceased, having read and being fully acquainted with the contents of the will of said decedent bearing date on the 6th day of May, 1925 and the codicil dated March 1, 1934 and having read and being fully acquainted with the contents of the petition of Cocoran Thom for the probate and record of said will and codocil and for other purposes, bearing date on the

day of September, 1937 and hereto annexed, do hereby waive citation or publication of advertisement in so far as we are concerned and hereby expressly waive right to file a caveat to said will, and do hereby consent and request as follows: That the said will and codocil be admitted to probate and record as a will of real and personal estate; that Frank Owings be appointed Executor of the Estate of Irvin Owings, deceased; that Letters Testamentary be granted as prayed in said petition; and that the Court act upon and grant all the prayers of said petition without notice to us.

Charles T. Owings  
Elizabeth O. Little  
Irvin G. Owings  
D. Clark Owings  
Eleanor G. Owings

LIBER 152 283

IN THE ORPHANS' COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

In the Matter of the Estate of IRVIN OWINGS,  
Deceased

I, the undersigned, JEANNETTE G. OWINGS, widow of  
IRVIN OWINGS waive citation and notice of publication, but  
reserve any rights of renunciation that I may have as to the  
provisions of the will.

Jeannette G. Owings

Upon due consideration of the above petition it is this  
day Ordered by the Orphans' Court of Anne Arundel County that  
Letters of Administration c.t.a. be granted to Frank Owings upon  
his filing a corporate bond of \$75,000.00 or personal bond of  
\$150,000.00 upon the custody and proof of witnesses to said Will  
and Codicil, September 29th, 1937.

Maynard Carr, C.J.

Owain E. Owens, J.J.

William B. Elliott, J.J.

# STATE OF MARYLAND

Anne Arundel County

LIBER 152 284

I, W. MEADE HOLLADAY, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the foregoing is a true and full copy of the Last Will and Testament, and of the Renunciation of The American Security and Trust Company and Corcoran Thom,  
and Petition for Appointment of Administrator c.t.a. in the Estate  
of IRVIN OWINGS

\_\_\_\_\_ late of said County  
deceased together with proof and probate of Will

\_\_\_\_\_ taken from Wills Liber W.M.H.  
No. 1, Folio 240, which is one of the records filed, recorded and

Kept in the office of Register of Wills for Anne Arundel County.



IN TESTIMONY WHEREOF, I hereunto  
subscribe my name and affix the seal of said Court  
this 11th day of  
October in the year of our  
Lord, nineteen hundred and thirty -seven

Lucy S. Holladay  
Register of Wills for Anne Arundel County.

✓ No. 7505 Equity ②

CERTIFIED COPY

LIBER 152 285

LAST WILL AND TESTAMENT  
OF  
IRVIN OWINGS,  
Deceased.

Exhibit 7 B+C

Filed Oct. 21st. 1937.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND.

In Re: The Trust Estate of  
Irvin Owings, deceased.

We the undersigned, being all of the heirs of  
Irvin Owings, do hereby consent to the appointment of  
Charles W. Owings and Frank J. Little as Trustees in place of  
The American Security & Trust Company to execute the trusts set  
forth in the petition filed in this Court on the 18 day of  
October 1937.

Witness  
William Bowie  
as to SLP

~~Mr.~~ Jeannette G. Owings -  
as Charles W. Owings -  
Elizabeth O. Little -  
Mrs. Saml. H. Owings -  
as D. C. Lark Owings -  
Mrs. Eleanor J. Owings -

No. 7505 Equity

Re Trust Estate  
of  
Jimmie Livingston  
deceased.

Consent of Heirs

Filed Oct. 21st, 1937.

LANDSDALE G. SASSCER  
ATTORNEY AT LAW  
UPPER MARLBORO - MD.  
AND  
WOODWARD BLDG., 15 & H STS., N. W.  
WASHINGTON - D. C.

THIS INDENTURE, Made this 22nd day of October, 1937 by and between Charles W. Owings, Elizabeth O. Little, Irvin G. Owings, D. Clark Owings and Eleanore J. Owings, adult children of Irvin Owings, hereinafter referred to as the children, Jeannette G. Owings, hereinafter referred to as widow, and Charles W. Owings and Frank J. Little, hereinafter referred to as Trustees.

WITNESSETH, WHEREAS the said children desire that the income of the widow shall not be confined to the thirty thousand (\$30,000.00) dollar trust as provided in the will, but shall embrace the income from the whole estate of the said Irvin Owings during the term of her natural life or widowhood, and,

WHEREAS each of the children have agreed not to draw from the trust created under the will of Irvin Owings, his, her or their share of the principal as and when the same may vest according to the terms of the will, but to continue said share in trust for the benefit of the widow during the term of her natural life or widowhood.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of one dollar and the consent of the children and widow to the probate of the will of Irvin Owings, the parties hereto assign and agree as follows:

I

The undersigned children, and each of them, do hereby irrevocably assign and transfer the income that may accrue from his, her or their individual or collective share in the estate of Irvin Owings unto their mother, Jeannette G. Owings, for her use and enjoyment so long as she may live or remain a widow and do hereby authorize and direct Charles W. Owings and Frank J. Little, Trustees, or their successors, to



pay the said income to the widow and further agree that the Administrator of the estate of the said Irvin Owings shall pay unto the said Jeannette G. Owings the income from said estate during the period he is administering the said estate and it being further agreed that a receipt from the said widow shall constitute a full discharge and acquittance of the trustees or administrator for any income paid unto the said widow.

## II

It is further irrevocably agreed between the children, and each of them, that his, her or their share of the principal shall not be withdrawn from the trust created under the will of Irvin Owings at and when he or she may be entitled to it thereunder, but such share or shares of said principal so vested shall continue in trust either with the above named trustees or such other trustee or trustees as may be designated by the Court during the life or widowhood of the widow with the income therefrom to be paid by the trustees to the widow as aforesaid during such period.

## III

It is further agreed that the trustees herein mentioned or any other trustee or trustees that may be designated shall have full discretionary power of management, sale and resale, investment and reinvestment as was imposed in the trust under the will.

## IV

It is further agreed between the parties hereto that any diminution in the principal or corpus of the respective share of any of the children shall be borne rateably and not individually.

It is further agreed that should any of the children die before the death or re-marriage of the widow and after the termination of the trust as created in the will, the principal shall not vest in his or her estate, but be continued in trust as above set forth.

The said share of the principal, however, of such child becoming so deceased, shall upon the death or re-marriage of the widow pass to the heirs or devisees of such child.

## VI

That the Trustee or Trustees, whether created under the will or acting under the power contained in this agreement, shall have full power to grant and convey real estate without any application to, or authority from, any court of equity, and without any obligation on the purchaser or purchasers to look to the application of the purchase money.

Frank J. Little, husband of Elizabeth O. Little, and Edith L. Owings, wife of Charles W. Owings, join herein for the purpose of releasing their dower right in any real estate that may be sold or conveyed during the term of the trust created herein.

Charles W. Owings and Frank J. Little join herein for the purpose of approving and accepting the terms of the assignment of the income and the trust herein created as to the shares of the principal that may vest in the children during the life of the widow.

Witness the hands and seals of the parties hereto.

CHARLES W. OWINGS (Seal)

ELIZABETH O. LITTLE (Seal)

IRVIN G. OWINGS (Seal)

D. CLARK OWINGS (Seal)

ELEANORE J. OWINGS (Seal)

William Bowie  
as to all

Children

4.

LIBER 152 291

JEANNETTE G. OWINGS (Seal)  
Widow.

CHARLES W. OWINGS (Seal)

William Bowie  
as to all

FRANK J. LITTLE (Seal)  
Trustees.

FRANK J. LITTLE (Seal)  
Frank J. Little husband of  
Elizabeth O. Little

EDITH L. OWINGS (Seal)  
Edith L. Owings, wife of  
Charles W. Owings.

STATE OF MARYLAND---County of Prince George's, ss:

I HEREBY CERTIFY that on this 22 day of  
October, 1937 before me, the subscriber, a Notary Public of the  
State and County aforesaid personally appeared Charles W. Owings,  
Elizabeth O. Little, Irvin G. Owings, D. Clark Owings, Eleanor J.  
Owings, Jeannette G. Owings, Frank J. Little and Edith L. Owings  
and each acknowledged the foregoing Trust Agreement to be  
their act.

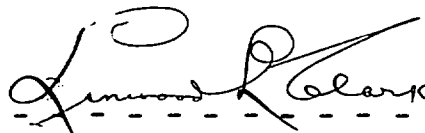
Witness my hand and Notarial Seal.

WILLIAM BOWIE

Notary Public.

## ORDER OF COURT

Upon the foregoing petition it is this 21<sup>st</sup> day of October, 1937 by the Circuit Court of Anne Arundel County, sitting as a Court of Equity, ADJUDGED, ORDERED and DECREED that Charles W. Owings and Frank J. Little be, and they are hereby substituted and appointed to act as Trustees in place of the Trustees named in the Will of Irvin Owings with the same power and authority to carry out the trust created under the Will of the said Irvin Owings as was vested in trustees named under the said will.

  
-----  
Judge.

No. 7505 Equity

H. R. Hunt Estate  
of  
Jesse George  
deceased.

Henry Huntington  
Estate Trust

Filed Oct. 21st. 1937.  
Executed Oct 21 " 1937

LANDALE G. SASSCER  
ATTORNEY AT LAW  
UPPER MARLBORO - MD.  
AND  
WOODWARD BLDG., 15 & H STS., N. W.  
WASHINGTON - D. C.

In the Matter of the  
Trust Estate of  
Irvin Owings

LIBER 152 294  
No. 7505 Equity.  
In the Circuit Court  
for Anne Arundel County.

To the Honorable the Judges of said Court.

The Petition of Edward S. Williams and Viola May Williams, respectfully states,

1st. That the Estate of Irvin Owings has been finally closed in the Orphans Court for Anne Arundel County, and is now being administered as a Trust Estate in the Circuit Court for Anne Arundel County in Equity cause No. 7505, entitled "In the Matter of the Trust Estate of Irvin Owings".

2nd. That on the 19th day of April, 1937, Sybil C. Enke and husband conveyed unto Irvin Owings by way of mortgage dated April 19, 1937 and recorded in F.A.M. No. 161 folio 379, certain property designated as lots four (4) and five (5) in square numbered eighteen (18) section one, of the subdivision known as Fair Haven, which property has now been sold to your petitioners, who are desirous of paying said loan in full.

Your petitioners therefore pray the Court to authorize and direct the Trustees to execute a release of said mortgage.

Respectfully submitted.

Eugene P. Childs  
Eugene P. Childs, Attorney for Petitioners.

Ordered on the foregoing petition, by the Circuit Court for Anne Arundel County, this 24 day of May in the year 1940, that Charles W. Owings and Frank J. Little, substituted Trustees in the above entitled case be and they are hereby authorized to release the above described mortgage upon the payment in full of the balance due thereon with interest to date.

Ralph P. Nelson, Judge

✓  
LIBER 152 295

No. 7505 Equity.

In the Matter of the Trust  
Estate of  
Irvin Owings.

Petition to release Mortgage and Order of Court thereon.

Mr. Clerk:

Please file and etc.,

Eugene P. Childs  
Atty for Petitioners.

*Filed May 24<sup>th</sup> 1940.  
order May 24, 1940 fd.*

EUGENE P. CHILDS  
Attorney-at-Law  
ANNAPOLIS, MD.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

In Re: Trust Estate of  
Irvin Owings, deceased

Equity No. 7505

PETITION

To the Honorable Judges of said Court:

The petition of Charles W. Owings and Frank J. Little, Substituted Trustees in the Estate of Irvin Owings, deceased, as per order of Court filed in this cause, respectfully represents:

That the following deeds, mortgages and investments have not been approved by this Court:

Deed to Lot 21 Block 8 of the subdivision k, Fair Haven, Maryland to Franklin W. Miriam E. Schaum, his wife. A check for the final payment on this lot was found among Irvin Owings' papers after his death.

Deed to lot 1, Block 7, subdivision 1 Fair Haven, Maryland, to Hugh W. and Aline Keiser, his wife,

Deed to lots 9 and 10 Block 6, subdivision 1, Fair Haven, Maryland, to Mannind D. Wallace. A purchase money mortgage was taken for the balance due on the property. Arrangements were made by Irvin Owings prior to his death and completed by the Trustees of the Estate.

Deed to Leon and Marianna Peruzzi, his wife, to lot 11 Block 17, subdivision 1, Fair Haven, Maryland.

Mortgage for \$1200.00 to Leon and Marianna Peruzzi on cottage built on lot 11 Block 17 Subdivision 1, Fair Haven, Maryland.

Deposit of \$7500.00 at interest with the Eastern Building & Loan Association.

Deed to Commissioners of Anne Arundel County, Maryland to a strip of land, Fair Haven Farms for use as a road. Strip of land forty feet wide to connect state road with adjoining property.

Deposit of \$5000.00 at interest with the Hyattsville Building Association, Hyattsville, Maryland.

Mortgage of \$5500.00 to John B. and Helen D. Sherfy on property located at 5205 New Hampshire Avenue, N. W., Washington, D. C.

Deed to E. Taylor and Caroline Chewning, his wife, for 1.73 acres of land on rear of Fair Haven Farms for private road to connect his properties. In return received .23 acres of land from E. Taylor and Caroline Chewning, his wife, to Charles W. Owings and Frank J. Little Trustees of the Estate of Irvin Owings. The deed from Chewning provided land for an outlet from a field that was required.

Deed for approximately four acres of land on Fair Haven Farms to Mildred M. Peacock for \$5250.00 and purchase money mortgage for \$4000.00 being balance after payment of \$1250.00. Note and mortgage signed by Samuel and Mildred M. Peacock.



Your Trustees are advised that they should have obtained authority from this Honorable Court before executing the aforementioned deeds or consumating the aforesaid investments.

Your petitioners, therefore, pray this Court to pass an order approving the aforementioned conveyances and investments.

Charles W. Owsing  
Frank J. Little  
 Trustees

I, Frank J. Little, one of the substituted Trustees in the aforementioned cause do hereby certify that before each of the aforementioned investments were made your Trustees diligently investigated each of said investments, and, in their opinion, each of them is a safe and sound investment, and in the best interest of this Trust Estate.

Your Trustee further certifies that the conveyances of various parcels of Fair Haven property mentioned herein were at a fair and prevailing price for property at Fair Haven, and were made at the price as set forth in the accounts filed herewith.

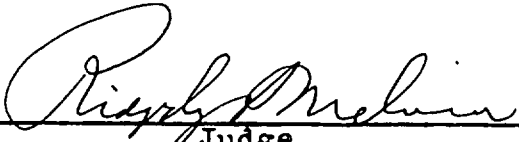
Frank J. Little Trustee.

*June*  
Upon the foregoing petition it is, this ~~4<sup>th</sup>~~ day of ~~May~~, 1940, ordered by the Circuit Court for Anne Arundel County, sitting in Equity, that the following conveyances and investments made by the Trustees in the Trust Estate of Irvin Owings, be, and the same are hereby approved.

1. Deed to Lot 21, Block 8, Subdivision 1, Fair Haven, Maryland, to Franklin W. and Miriam E. Schaum, his wife. A check for the final payment on this lot was found among Irvin Owings' papers after his death.
2. Deed to Lot 1, Block 7, Subdivision 1, Fair Haven, Maryland, to Hugh V. and Aline Keiser, his wife.
3. Deed to Lots 9 and 10, Block 6, Subdivision 1, Fair Haven, Maryland, to Manning D. Wallace. A purchase money mortgage was taken for the balance due on the property. Arrangements were made by Irvin Owings prior to his death and completed by the Trustees of the Estate (written evidence was produced by Wallace).
4. Deed to Leon and Marianna Peruzzi, his wife, to Lot 11, Block 17, Subdivision 1, Fair Haven, Maryland.
5. Mortgage for \$1,200.00 fr. Leon and Marianna Peruzzi on cottage built on Lot 11, Block 17, Subdivision 1, Fair Haven, Maryland.
6. Deposit of \$7,500.00 at interest with the Eastern Building and Loan Association, Washington, D. C.
7. Deposit of \$5,000.00 at interest with the Hyattsville Building Association, Hyattsville, Maryland.
8. Deed to the Commissioners of Anne Arundel County, Maryland, to a strip of land, Fair Haven Farms, for use as a road. Strip of land, forty feet wide, to connect State Road with adjoining property.
9. Mortgage for \$5,500.00 fr. John B. and Helen D. Sherfy on property located at 5205 New Hampshire Avenue, N. W., Washington, D. C.
10. Deed to E. Taylor and Caroline Chewning, his wife, for 1.73 acres of land on rear of Fair Haven Farms for private road to connect his properties. In return received .23 acres of land from E. Taylor and Caroline Chewning, his wife, to Charles W. Owings and Frank J. Little, Trustees of the Estate of Irvin Owings. The deed from Chewning provided land for an outlet from a field, that was required.

ORDER OF COURT  
(continued)

11. Deed for approximately four acres of land on Fair Haven Farms to Mildred M. Peacock for \$5,250.00 and purchase money mortgage for \$4,000.00 being balance after payment of \$1,250.00. Note and mortgage signed by Samuel and Mildred M. Peacock.

  
\_\_\_\_\_  
Judge.

✓ LIBER 152 300 (2)  
Bundy No. 7505

W R  
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William & Weller  
Bundy  
Bundy  
Bundy

Bundy 4, 1940

Bundy June 4, 1940.

LIBER 152 301

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND.

In Re:

Trust Estate of Irving Owings,  
deceased.

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:  
)

Equity No. 7505

PETITION

To the Honorable Judges of said Court:

The petition of Frank J. Little and Charles W. Owings, substituted Trustees in the above styled cause respectfully represent:

1. That they were appointed Trustees in the above styled cause by order of this Honorable Court.

2. That among the assets of the estate of Irvin Owings, deceased, there are some unimproved lots in the subdivision of Fair Haven, in the Eighth Election District of Anne Arundel County, Maryland, and known as Section One of Fair Haven.

3. That subject to the approval of this Honorable Court, your Trustees have entered into an Agreement with Charles W. Hopkins to sell the aforesaid mentioned property, said Agreement to run for a period of five years, and under the terms and conditions as stated therein, the duplicate original of which is filed herewith.

These Trustees believe it to be to the best interests of the estate of Irvin Owings, deceased, to enter into such an Agreement, and respectfully request this Honorable Court to ratify this Agreement.


WHEREFORE, your petitioners pray the Court to pass an order ratifying said Agreement and approving the action of these Trustees.

FRANK J. LITTLE  
CHARLES W. OWINGS, TRUSTEES

By Sancus Higgins  
— — — — —

ORDER OF COURT

Upon the foregoing petition it is this 25<sup>th</sup> day of June, 1940, ordered by the Circuit Court for Anne Arundel County, Maryland, that the Agreement attached to the foregoing petition made the 22nd day of June, 1940 by and between Frank J. Little and Charles W. Owings, substituted Trustees under the Will of Irvin Owings, and Charles W. Hopkins, Developer, be and the same is hereby ratified and confirmed.

  
 Judge.

THIS AGREEMENT executed this 22<sup>nd</sup> day of June, 1940 by and between Frank J. Little and Charles W. Owings, substituted trustees under the Will of Irvin Owings, hereinafter referred to as the Owners, and Charles W. Hopkins, hereinafter referred to as the Developer.

WHEREAS the aforementioned owners desire to market certain unsold and unimproved lots in the subdivision of Fair Haven, in the Eighth Election District of Anne Arundel County, Maryland, as designated on a plat known as Fair Haven, Section 1, as made by P.G. Melbourne and C.E. Peltz in July 1928 and on a plat made by J. Spence Howard in April 1929 and designated as Fair Haven, and,

WHEREAS the aforementioned developer desires to act as sales agent for the said lots;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of one dollar (\$1.00) and other valuable considerations hereinafter set forth, the said Owners and Developer do agree as follows:

1. That the Developer shall have the exclusive right to sell the lots designated on the above plats, saving and excepting therefrom Blocks twenty-one (21), twenty-two (22) and twenty-three (23) of the aforementioned subdivision of Fair Haven, Section One, and Blocks nine (9), ten (10), twenty-three (23) and twenty-four (24) of the aforementioned subdivision of Fair Haven, for a period of five years, provided that the Developer shall sell ten or more lots in 1940, twenty or more lots in 1941 and twenty or more lots during each succeeding year of this contract. That if the aforementioned quota is not sold in each year above specified the Owners shall have the option at the end of any such year to terminate and cancel this contract.

2. That the Developer shall receive by way of compensation 33 1/3% of the purchase price of each lot sold. The said commission shall be payable at the rate of 10% of the first payment on said lot and 50% out of each subsequent payment until the commission is paid.

3. That in the event this contract is terminated before the expiration of the five year period herein provided the Developer shall continue to receive his earned commission on any lots theretofore sold.

4. The Owners shall acrape and throw up the roads in the subdivisions adjacent to the lots to be offered for sale.

5. That the purchase price on the lots to be sold shall be within the range of \$250.00 to \$400.00, as designated by the Owners.

6. That the Developer shall provide a field office on the subdivision.

7. That the Developer shall, at his own expense, expend at least \$5.00 each week to advertise the lots during the months of May, June, July and August during the period that this contract remains in force.

8. That the Developer shall, at his own expense, provide at least three road side signs directing the attention of the public to the development known as Fair Haven.

9. That the Developer shall provide on the premises, during the sales season, sufficient agents to interview all prospects interested in purchasing the aforementioned lots.

10. That all installments and final payments on the purchase price of the lots sold under this agreement shall be made either to the Owners or to such banking institution as the Owners may designate.

11. That the owners shall settle the earned commission account semi-monthly with the Developer.

12. That the Owners shall have full and final discretion in approving or rejecting prospective purchasers and may reject any offer to purchase which in the discretion of the Owners may not be in the best interest of the subdivision. That no commissions shall be paid to the Developer except on contracts that may be approved by the Owners.

13. That the lots in the section designated as Subdivision 1 shall first be marketed and the developer shall not begin marketing the lots in Section 2 until the lots in Subdivision 1 are sold or he receives the written permission of the Owners.

14. That the terms and conditions of this contract shall not be binding upon the Owners or the Developer until it is reported to and



approved by the Circuit Court for Anne Arundel County, Maryland.

WITNESS the hands and seals of the parties hereto.

Mr. Isahel Jackson  
Witness

Francis J. Prince (Seal)

Helen S. Maseley  
Witness

Charles M. Prince (Seal)  
~~Charles M. Prince~~ (Seal)  
Subscribed Julius (owners)

Samuel P. Abbe  
Witness.

Charles W. Hapke's (Seal)  
Developer

✓  
LIBR 152 306

⑦

Equity No. 7505

In Re:

Trust Estate of  
Irving Owings,  
deceased.

PETITION  
AND  
ORDER OF COURT

*order June 25, 1940*

*Filed June 25" 1940*

SABSCER & DIGGES  
ATTORNEYS AT LAW  
UPPER MARLBORO, MARYLAND

In the Matter of the  
Trust Estate of Irvin  
Owings

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No. 7505 Equity  
In the Circuit Court  
for Anne Arundel County.

LIBER 152 307

To the Honorable the Judges of said Court.

The Petition of Ann L. Strieter, respectfully  
states,

1st. That the Estate of Irvin Owings has been finally closed in the Orphans Court for Anne Arundel County, and is now being administered as a Trust Estate in the Circuit Court for Anne Arundel County in Equity cause No. 7505, entitled "In the Matter of the Trust Estate of Irvin Owings".

2nd. That on the 24th day of June in the year 1929, William E. Hardesty and Hazel R. Hardesty, his wife conveyed unto Irvin Owings by way of mortgage dated June 24, 1929 and recorded among the land record books of Anne Arundel County in Liber F.S.R. No. 53 folio 380, certain property designated as lots five, six, seven and eight in square numbered eight, section 1, of the subdivision known as Fair Haven.

3rd. That afterwards by deed dated on the 8th day of April in the year 1930 and recorded as aforesaid in Liber F. S. R. No. 63 folio 476, William E. Hardesty and Hazel R. Hardesty, his wife granted and conveyed said property to Ann L. Strieter.

4th. That Ann L. Strieter and Lewis F. Strieter, her husband granted and conveyed to William E. Hardesty and Hazel R. Hardesty, his wife, a mortgage dated on the 8th day of April in the year 1930 and recorded as aforesaid in Liber F.S.R. No. 63 folio 477, on said property, and which was assigned to Irvin Owings on the 18th day of day of August in the year 1931.

5th. That the above two mentioned mortgages have been fully paid and satisfied, and your petitioner is desirous of having the same released of record.

Your petitioner therefore prays the Court to authorize and direct the Trustees to execute a release of said mortgages.

Respectfully submitted.

Eugene P. Childs  
Eugene P. Childs, Attorney for  
Petitioner.

Ordered on the foregoing Petition, by the Circuit Court for Anne Arundel County, this 18<sup>th</sup> day of July in the year 1940, that Charles W. Owings and Frank J. Little, substituted Trustees in the above entitled case be and they are hereby authorized to release the above described mortgages.

Riely P. Melvin  
Judge

✓  
LIBER 152 309  
No. 7505 Equity.

In the Matter of the  
Trust Estate of Irvin  
Owings.

Petition to release Mort-  
gages and Order of Court  
thereon.

Mr. Clerk:

Please file and etc.,

*Eugene P. Childs*  
Eugene P. Childs, Sol-  
icitor for Petitioner.

*Filed July 18th, 1940.  
over July 18th, 1940 pa.*

EUGENE P. CHILDS  
Attorney-at-Law  
ANNAPOLIS, MD.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND.

IN RE:

TRUST ESTATE OF IRVIN OWINGS,) (   
 deceased (

EQUITY NO. 7505

(7505)

PETITION

To the Honorable Judges of said Court:

Your petitioners, Charles W. Owings and Frank J. Little, Trustees of the Estate of Irvin Owings, appointed by this Honorable Court, respectfully represent:

1. That on January 5, 1931, Irvin Owings, as owner of an undivided one-half interest in lot 88 and part of lot 87, Plat of Cedarcroft, Prince Georges County, Maryland, joined in a lease of the property to the Lord Baltimore Filling Stations, Incorporated, a Maryland corporation.

2. That the above mentioned lease contained the following "Option to Purchase" clause:


"Lessee is hereby granted the right, at any time during the term hereof or during the renewal period of five years, to purchase the demised premises, together with all improvements of Lessor thereon, at and for the price of TWENTY THOUSAND DOLLARS (\$20,000.00) in fee simple; and in event Lessee desires to exercise its said option, it shall do so by mailing written notice of its election so to do to Lessors or either of them by registered mail. In the event Lessee shall exercise said option, Lessor agrees within thirty days thereafter, upon payment of the purchase price, to convey the said property to Lessee by a good and marketable record title in fee simple, free of all claims, liens, easements or incumbrances, subject, however to the following restrictions as contained in a deed from Citizens Interstate Development Corporation to Rufus E. Milor dated October 20, 1923 and recorded among the land records of Prince George County in Liber No. 206, folio 372: etc.


3. That the Lessee has informed your petitioners that it desires to exercise its option to purchase the property at the agreed price of \$20,000.00.

4. That a copy of the above mentioned lease is attached as Exhibit A.

WHEREFORE, your petitioners pray the Court to pass an order herein authorizing and directing the said Charles W. Owings and Frank J. Little, Trustees as aforesaid, to comply with the provisions of said agreement on the part of said Irvin Owings to be performed and to execute such papers as may be necessary to convey to the said purchaser all of the said right, title, interest and estate of the said Irvin Owings in and to the property described in said lease and agreement.

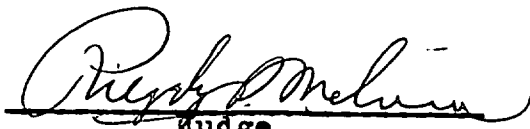
And as in duty bound.

  
Charles W. Owings

  
Frank J. Little

Trustees of the Estate of  
Irvin Owings, deceased.

Upon the foregoing petition, it is this ~~25~~<sup>25</sup> day of April 1941, ordered by the Circuit Court for Anne Arundel County, Maryland, that Charles W. Owings and Frank J. Little, Trustees of the Estate of Irvin Owings, be and they are hereby authorized to execute a deed to the above described property to the Lord Baltimore Filling Stations, Incorporated, upon the payment of the purchase price and to incur such expenses as may be necessary to secure and record the certified copies of papers required to be filed in Prince Georges County.

  
Judge.



"EXHIBIT A"

LIBER 152 313

This Lease and Agreement, made this --5th-- day of January, 1931, by and between Frank Owings (Widower) Irvin Owings and Jeannette Owings, his wife, hereinafter called Lessors, and Lord Baltimore Filling Stations, Inc., a Maryland corporation, hereinafter called Lesser;

WITNESSETH: That Lessors do hereby demise, lease and let unto Lessee, its successors and assigns, all that lot or parcel of land situate and lying in the County of Prince George, State of Maryland, and more particularly described as follows:-

BEGINNING at the intersection of the North line of Eldridge Avenue, with the center line of Aukam Avenue (as hereto fore laid out, said Aukam Avenue having been or hereafter to be closed and abandoned by the Town of Brentwood); thence along the north line of Eldridge Avenue North 62 degrees 15 minutes West 20.24 feet to an iron pipe, said pipe being located on the west line of Aukam Avenue distant 4.8 feet from the north line of Eldridge Avenue, as now laid out; thence along the west line of Aukam Avenue South 36 degrees, 34 minutes West 4.8 feet to a point, said point being the southeast corner of lot No. 88 and the intersection of the west line of Aukam Avenue and the North line of Eldridge Avenue; thence along the north line of Eldridge Avenue N. 56 degrees 20 minutes West 46 feet, thence still along the north line of Eldridge Avenue as now laid out by a curve to the right having a radius of 58.37 feet for a distance of 60.78 feet to the west line of lot No. 87; thence northeastwardly along said west line of lot No. 87 N. 54 degrees, 52 minutes East 92.3 feet to a point; thence north 52 degrees 45 minutes East 47.6 feet to a point, said point being the northwest corner of lot No. 87 thence along the north lines of lots No. 87 and 88 S. 53 degrees 26 minutes East 75 feet to a point, said point being the intersection of the center line of Aukam Avenue and the prolongation of the north line of lots No. 87 and 88, thence along the center line of Aukam Avenue S. 36 degrees 34 minutes West 148.1 feet to the place of beginning. (As shown on the attached blue-print plat within the red lines; reference to Aukam Avenue herein being merely for the purpose of description, and not in any manner to be construed as a dedication to public use, said Aukam Avenue having been or hereafter to be abandoned and closed as hereinbefore stated). Subject, however, to the right on the part of Lessors to convey that portion of lot No. 87 as outlined in yellow on the attached blue-print plat to the Town of Brentwood for the purpose of widening Rhode Island Avenue.

TOGETHER with all buildings and improvements thereon, and together with all Lessors' right, title and interest in and to the sidewalks and park and street spaces abutting the demised premises, and all rights, ways, alleys and appurtenances thereunto appertaining.

TO HAVE AND TO HOLD the said demised premises unto Lessee, its successors and assigns, subject to the provisions of this lease, for a term of five years beginning June 1, 1931.

IN CONSIDERATION WHEREOF, LESSEE agrees to pay to Lessors as rental during the term hereof the sum of ONE HUNDRED SEVENTY FIVE DOLLARS (175.00) per month, payable monthly in advance on the first day of each month; it being agreed, however, that Lessee's obligation to pay the said rent shall not begin or accrue until sixty days after Lessee shall be given actual possession of the demised premises as hereinafter provided.

THE PARTIES HERETO FURTHER COVENANT AND AGREE TOGETHER, as follows:-

RENEWAL: LESSEE shall have the right, at its option, to renew this lease for a period of five years next succeeding the expiration of the term hereof upon the same terms and conditions and at the same monthly rental, and in the event Lessee desires to exercise such option, Lessee shall give to Lessors, at Lessors' address last known to Lessee, written notice of its intention so to do at least thirty days prior to the termination of the then current term.

IMPROVEMENTS AND ADDITIONS: LESSEE is hereby granted the right, at its own expense, to raze and remove any and/or all improvements now on the demised premises, without cost or liability therefor; and to make such improvements and additions thereupon as in its absolute judgment may be desirable for maintaining and conducting its gasoline filling station business thereon, including the erection of buildings, installation of crank case draining pits, tanks and dispensing equipment, lighting facilities the construction of concrete drives, hydraulic or other lifts, advertising signs and structures, and sundry filling station equipment and facilities; it being understood that all such improvements and additions (except building of a permanent nature) and filling station equipment shall be and always remain the personal property of Lessee, and Lessee shall have the right to remove the same upon any termination of this lease or any renewal thereof.

LICENSES AND PERMITS: It is understood and agreed that this lease is conditioned upon Lessee receiving such licenses, permits or franchises granted by the proper authorities, City, County, State or otherwise, as may be necessary to authorize and enable Lessee to erect, maintain, operate and conduct a gasoline filling station upon the demised premises in accordance with Lessee's plans therefor, together with such licenses, permits and franchises as Lessee may require, permitting Lessee to remove any and all obstructions on any street spaces abutting the demised premises, which, in the absolute judgment of Lessee if not removed would render the demised premises unsuitable for Lessee's gasoline filling station; and Lessee shall have sixty days from the date hereof in which to secure said licenses, permits and franchises from the proper authorities, and in the event Lessee does not secure said licenses, permits, or franchises within said sixty day period then Lessee shall have sixty days additional in which to secure the same. In the event said licenses, permits or franchises, or any of them so granted impose any condition upon Lessee which in Lessee's absolute judgment at the time of the issuance thereof, is or may become unduly burdensome, then Lessee shall have the right, at its option, to reject such licenses, permits or franchises. In the event said licenses, permits or franchises are not secured by Lessee, or if Lessee rejects the same, then and in either of such events, at the option of Lessee, this lease shall be null and void.

POSSESSION: LESSORS covenant and agree to deliver actual possession of the demised premises unto Lessee free of possession or the right of possession by all other persons, firms or corporations, within sixty days after receipt of written notice from Lessee that Lessee has received and accepted the licenses, permits and franchises hereinbefore referred to.

REVOCATION OF LICENSES, etc. It is agreed that if the licenses, permits or franchises, or any of them, for erecting, maintaining or conducting said gasoline filling station upon the demised premises, be revoked by City, County, State or other duly con-

LIBER 152 315

stituted authority, at any time during the term hereof or any renewal period, or should any restrictions be imposed upon the operation or maintenance of Lessee's gasoline filling station, or upon the conduct of said gasoline filling station business, upon said premises, which in Lessee's absolute judgment may be unduly burdensome, or if for any reason Lessee, its successors or assigns, shall be prevented from conducting a gasoline filling and service station business upon the demised premises, then this lease, at the option of Lessee shall cease and determine, and in the event Lessee shall so elect to terminate this lease, all liability upon Lessee for rental hereunder shall cease upon payment proportionately to the date of such termination.

ASSURANCES: LESSORS agree that they will not, at any time during the continuance of this lease and agreement, directly or indirectly, sell or offer for sale, or engage in the business of handling or selling gasoline, motor fuel, kerosene, lubricating oils or greases or any fuel ingredient or any product for the propelling of motor vehicles, upon any property within a radius of two thousand feet of the boundary lines of the property hereby demises, and Lessors further agree that they will not sell, rent or permit to be occupied for such purposes any premises owned, leased or controlled by them within the aforesaid radius, nor will they display or permit to be displayed upon any such property any advertisement of any gasoline, motor fuel, kerosene, lubricating oil or petroleum products other than the products of Lessee, and further that in any such lease or deed, or other agreement respecting any such property within such radius, Lessors will insert such restrictive clauses and covenants as will prevent any such property from being used for such purposes.

TAXES: LESSORS shall during the continuance of this lease pay all taxes and assessments upon the demised premises, except upon improvements and additions placed thereon by Lessee, which taxes on such improvements and additions Lessee agrees to pay; Lessee further agrees to assume and pay all bills for water and electric current used upon the demised premises by it.

OPTION TO PURCHASE: LESSEE is hereby granted the right, at any time during the term hereof or during the renewal period of five years, to purchase the demised premises, together with all improvements of Lessor thereof, at and for the price of Twenty Thousand Dollars (\$20,000.) in fee simple; and in the event Lessee desires to exercise its said option, it shall do so by mailing written notice of its election so to do to Lessors or either of them by registered mail. In the event Lessee shall exercise said option, Lessor agrees within thirty days thereafter, upon payment of the purchase price, to convey the said property to Lessee by a good and marketable record title in fee simple, free of all claims, liens, easements or incumbrances, subject, however to the following restrictions as contained in a deed from Citizens Interstate Development Corporation to Rufus E. Milor dated October 20, 1923 and recorded among the land records of Prince George County in Liber No. 206, folio 372:

No building shall be erected on aforesaid property the cost of which shall be less than \$2500., this restriction does not apply to garages or outbuildings not used for residential purposes; nor shall any building be erected nearer to the front or side lines of said land than the building restriction line as shown on the plat of said subdivision (20 feet across the entire front of the original lots, most of which, however, has been dedicated to the State Roads Commission as right of way), nor within three feet of any line dividing lots in said subdivision as shown on said plat, unless said lots are owned by the same party, nor shall the land herein described or any part thereof be sold, con-

veyed or leased to or for the benefit or use of any person or persons of African blood or descent," said title to be such as will be guaranteed by a responsible Title Guarantee Company at such Company's regular rates; taxes, water rent and other expenses, and rental hereunder, to be adjusted as of date of settlement.

QUIET ENJOYMENT: LESSORS covenant that Lessee, its successors and assigns, on paying the said rent and performing the covenants on its or their part to be performed hereunder, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid.

LESSORS further covenant to warrant, protect and defend Lessee, its successors and assigns, from and against all and any loss or damage by reason of the enforcement of any mortgage or lien upon the demised premises and agree to secure from the requisite parties and deliver unto Lessee such waivers of priority as Lessee shall require for the purpose of subordinating any mortgages or other liens against the demised premises to the terms and provisions of this lease and agreement; and Lessors further covenant that if foreclosure proceedings shall be instituted upon any such mortgage or lien, Lessors will immediately notify Lessee at its home office in Baltimore.

LESSORS agree that if for any reason whatsoever, Lessee shall be deprived of the use of any portion of the premises hereby demised, including condemnation of the whole or any part of the demised premises, Lessee may, at its option, terminate this lease forthwith, or Lessee may elect to continue in possession of the remaining portion of the demised premises, whereupon there shall be a proportionate reduction in rental in the same ratio as the remaining usable area of the premises hereby demised shall bear to the entire area included in this demise; and in addition to the foregoing rights and remedies, Lessee shall have all and every right or rights of actions for all damages which may accrue to it against any person, firm or corporation by reason of any condemnation or other taking of the demised premises or any part thereof.

No assignment or change of interest by Lessors in the premises hereby demised, whether recorded or unrecorded, shall be binding upon Lessee unless and until Lessee shall be actually notified by registered mail, and in no event shall such assignment or change of interest affect this lease or the purchase rights of Lessee hereunder.

The waiver of any breach of any covenant of this agreement shall not be taken as a waiver of any other or further breach.

The terms, conditions and covenants of this agreement shall bind and inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors and assigns, and shall run with the land.

LESSORS covenant that they have the right, full power and lawful authority to execute these presents and all parts thereof in the manner aforesaid and that they will do, execute, acknowledge and deliver, or cause or procure to be done, executed, acknowledged and delivered, all such further acts and papers as may be necessary for the better assuring unto Lessee, its successors and assigns, of all the covenants and agreements herein.

AS WITNESS the hands and seals of said LESSORS, and the signature of the President of LORD BALTIMORE FILLING STATIONS, INC.

LIBER 152 317

and its corporate seal hereunto affixed, duly attested by its Secretary, the day and year first above written.

WITNESS:

Oliver B. Exline  
as to all

Frank Owings (SEAL)

Irvin Owings (SEAL)

Jeannette Owings (SEAL)

ATTEST:

LORD BALTIMORE FILLING STATIONS, INC.

Erskine  
Secretary.

by Alvin Thalheimer

City of Washington, District of Columbia

I HEREBY CERTIFY that on this 5th day of January, in the year 1931, before the subscriber, a Notary Public, personally appeared FRANK OWINGS, and acknowledged the foregoing lease and agreement to be his act.

AS WITNESS my hand and Notarial Seal.

Oliver B. Exline  
Notary Public

DISTRICT OF COLUMBIA, ss:

I, Oliver B. Exline, a Notary Public, in and for the District of Columbia, do hereby certify that IRVIN OWINGS and JEANNETTE OWINGS, his wife, parties to a certain lease and agreement bearing date on the 5th day of January, 1931, and hereunto annexed, personally appeared before me in the county aforesaid, the said IRVIN OWINGS and JEANNETTE OWINGS being personally well known to me as the persons who executed the said lease and agreement and acknowledged the same to be their act and deed.

GIVEN under my seal this 15th day of January, 1931.

Oliver B. Exline  
Notary Public

STATE OF MARYLAND, CITY OF BALTIMORE, ss:

BE IT REMEMBERED that on this 12th day of January in the year 1931, before the subscriber, a Notary Public of said City, in and for the State of Maryland aforesaid, personally appeared ALVIN THALHEIMER, President of LORD BALTIMORE FILLING STATIONS, INC. and acknowledged the same to be the act and deed of said LORD BALTIMORE FILLING STATIONS, INC., a body corporate.

AS WITNESS my hand and Notarial Seal.

Edgar H. Coney  
Notary Public.

✓  
LIBER 152 318

②

~~TRUST~~  
EQUITY NO. 7506

IN RE:

TRUST ESTATE OF

IRVIN OWINGS  
deceased.

PETITION

and

ORDER OF COURT

*Filed April 23<sup>rd</sup> 1941.  
over April 25, 1941*

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

In Re: The Trust Estate of  
Irvin Owings, Deceased.

No. 7505 Equity

PETITION

To the Honorable Judges of said Court:

The petition of Charles W. Owings and Frank J. Little, substituted Trustees in the Estate of Irvin Owings, deceased, appointed by this Honorable Court, respectfully represents:

1. That among the assets of the late Irvin Owings, deceased, and which is now a part of this trust estate, is a farm located on the Chesapeake Bay in St. Mary's County, Maryland, at Cedar Point.
2. That the United States Government took this farm by condemnation proceedings for the purpose of building a Naval Air Station and deposited under the declaration of taking in the United States District Court for Maryland the sum of \$18,000.00.
3. That your trustees deemed this price inadequate and employed J. Dudley Digges to file an answer in the condemnation proceedings and take the necessary steps to contest the sufficiency of the amount of money being offered for this property.
4. That after negotiations with representatives of the Government your Trustees, through their attorney, were successful in having this offer increased to \$22,500.00 which amount these trustees believe to be a fair price for settlement purposes when consideration is given to the costs, etc. incident to trial of the condemnation case before a jury in the United States District Court.

WHEREFORE your petitioners pray this Honorable Court to instruct them whether or not to accept the said offer of \$22,500.00 for the aforesaid mentioned property by consenting to a judgment being entered in their favor for this amount against the United States Government in the United States District Court for Maryland.

✓ Charles W. Owings  
Frank J. Little  
Trustees

STATE OF Maryland  
~~VIRGINIA~~

LIBER 152 320

City  
County of Baltimore

I HEREBY CERTIFY that on this 18 day of November, 1942 before me,  
✓ the subscriber, a Notary Public, of the State and City ~~County~~ aforesaid personally  
appeared Charles W. Owings and made oath in due form of law that the matters  
and facts set forth above are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Anna M. Maloney.  
Notary Public

DISTRICT OF COLUMBIA: SS:

I HEREBY CERTIFY that on this 20th day of November, 1942 before me,  
the subscriber a Notary Public of the District of Columbia aforesaid personally  
appeared in said District, Frank J. Little and made oath in due form of law  
that the matters and facts set forth above are true to the best of his  
knowledge and belief.

WITNESS my hand and Notarial Seal.

Essma J. Hoffer  
Notary Public.



LIBER 152 321  
ORDER OF COURT

Upon the foregoing petition it is this 7<sup>th</sup> day of January 1942 Ordered by the Circuit Court for Anne Arundel County, Maryland, that Charles W. Owings and Frank J. Little, substituted trustees appointed by this Court in the above styled cause, be and they are hereby authorized and directed to accept the offer of the United States Government of \$22,500.00 for the farm located in St. Mary's County, Maryland, taken by the United States Government.

They are further authorized and directed to sign whatever papers may be required to consummate this transaction and upon receipt of the said amount of \$22,500.00 to account for said sum as a part of the corpus of the Estate of the said Irvin Owings in these proceedings.

R. M. Melvin  
Judge

The undersigned being all of the parties interested in the Estate of Irvin Owings, deceased, hereby consent to the passage of the foregoing decree.

Jeannette G. Owings  
Jeannette G. Owings

✓ Charles W. Owings  
Charles W. Owings

Irvin G. Owings  
Irvin G. Owings

D. Clarke Owings  
D. Clarke Owings

Eleanore J. Owings  
Eleanore J. Owings

Elizabeth O. Little  
Elizabeth O. Little

✓  
LIBER

152 322

10

Equity No. 7505

In Re:

Trust Estate of  
Irvin Owings,  
deceased.

PETITION  
AND  
ORDER OF COURT

*over Jan. 7, 1943*  
*Filed Jan. 7, 1943*

SASSCER & DIGGES  
ATTORNEYS AT LAW  
UPPER MARLBORO, MARYLAND

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND.

IN RE:

TRUST ESTATE OF IRVIN OWINGS, )  
deceased ) EQUITY NO. 7505

PETITION

To the Honorable Judges of said Court:

Your petitioners, CHARLES W. OWINGS and FRANK J. LITTLE, Trustees of the Estate of Irvin Owings, appointed by this Honorable Court, respectfully represent:

1. That on October 6, 1936, W. W. Wallace signed an agreement to purchase from Irvin Owings lot numbered 8, in square numbered 6, in section 1 in the subdivision known as Fair Haven, Anne Arundel County, Maryland.
2. That prior to full payment for the lot (payments were on a monthly basis) W. W. Wallace died intestate and that payments for the balance due on the lot were made to the Trustees of the Estate of Irvin Owings by his widow and heirs at law.
3. That the Trustees of the Estate of Irvin Owings have been requested to convey title in fee simple to the above mentioned lot to the widow, Mattie C. Wallace, by the children and heirs at law of W. W. Wallace, namely, his daughter, Marietta Wallace Fisher and her husband, George I. Fisher, and his son, M. D. Wallace and his wife Mary Alice Wallace, as evidenced by their signatures herein.

WHEREFORE, your petitioners pray the Court to pass an order herein, authorizing and directing the said CHARLES W. OWINGS and FRANK J. LITTLE, Trustees as aforesaid, to convey fee simple title to the property above described to MATTIE C. WALLACE in accordance with the request as above set forth.

Marietta Wallace Fisher  
Marietta Wallace Fisher

George I. Fisher  
George I. Fisher

M. D. Wallace  
M. D. Wallace

Mary Alice Wallace  
Mary Alice Wallace

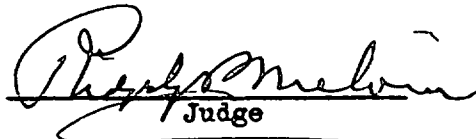
Charles W. Owings  
Charles W. Owings

Frank J. Little  
Frank J. Little

Trustees of the Estate of  
Irvin Owings, deceased.

## ORDER OF COURT

Upon the foregoing petition, it is this / 4<sup>th</sup> day of May 1943,  
ordered by the Circuit Court for Anne Arundel County, Maryland, that Charles  
W. Owings and Frank J. Little, Trustees of the Estate of Irvin Owings, be  
and they are hereby authorized and directed to convey fee simple title to the  
property above described to Mattie C. Wallace.

  
Judge

✓ LIBER 152 325 (11)

EQUITY NO. 7505

In Re Trust Estate of  
Irvin Owings, deceased

PETITION

Filed May 14" 1943.  
over May 14, 1943 for

Re: Trust Estate of )  
: )  
Irvin Owings, deceased. ) Equity No. 7,505  
:

PETITION

To the Honorable Judges of said Court:

The petition of Charles W. Owings and Frank J. Little, substituted Trustees in the Estate of Irvin Owings, deceased, appointed by this Honorable Court, respectfully represents:

1. That recorded among the Land Records of Prince George's County, Maryland, in Liber No. 370 at folio 322 is a mortgage dated June 2, 1932, which said mortgage was given to secure a debt due by the mortgagors to the said Irvin Owings, and covering property located in Hyattsville, Prince George's County, Maryland, owned by the said mortgagors and described therein.

2. To the best of your petitioners knowledge and belief, this indebtedness was paid during the lifetime of the said Irvin Owings, even though the said mortgage was not released of record; and said mortgage has never been considered an asset of the estate of Irvin Owings, deceased.

3. That when the owners of the property had an examination made of the title recently it was discovered that the said mortgage had not been released, and have requested your Trustees to sign a release in order that the title may be clear to same.

WHEREFORE, your petitioners pray this Honorable Court to sign an order authorizing and directing them to sign a release, releasing the said mortgage recorded in Liber 370 at folio 322 of the Land Records of Prince George's County, Maryland.

*Charles W. Owings*  
Charles W. Owings - Trustee

*Frank J. Little*  
Frank J. Little - Trustee

LIBER 152 327

State of Virginia )  
 )  
County of Roanoke )

SS:

I HEREBY CERTIFY that on this 15<sup>th</sup> day of October, 1943, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Charles W. Owings, Trustee, and made oath in due form of law that the matters and facts set forth above are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Commission Expires March 7th, 1944



C. M. Trinkler, Jr.  
- Notary Public.

DISTRICT OF COLUMBIA )  
 ) SS:  
CITY OF WASHINGTON )

I HEREBY CERTIFY that on this 18<sup>th</sup> day of October, 1943, before me, the subscriber, a Notary Public of the District of Columbia aforesaid, personally appeared Frank J. Little, Trustee, and made oath in due form of law that the matters and facts set forth above are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Frank J. Little  
- Notary Public.



LIBER 152 328

ORDER OF COURT

Upon the foregoing petition it is this 20<sup>th</sup> day of October, 1943, by the Circuit Court for Anne Arundel County, Maryland, ordered that the Trustees, namely, Charles W. Owings and Frank J. Little, Equity No. 7,505, be and they are hereby authorized and directed to sign a release releasing the property described in the mortgage recorded among the Land Records of Prince George's County, Maryland, in Liber No. 370 at folio 322 from the force and effect of said mortgage.

Reginald M. Melvin C. W.  
Judge.



✓  
LIBER 152 329

(12)

Equity No. 7,505

In Re:

Trust Estate of  
Irvin Owings,  
deceased.

PETITION  
AND  
ORDER OF COURT

*over Oct 20, 1943*  
*Filed Oct. 20, 1943.*

SASSCER & DIGGES  
ATTORNEYS AT LAW  
UPPER MARLBORO, MARYLAND

63

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND.

IN RE: )  
 ) EQUITY NO. 7505  
 TRUST ESTATE OF IRVIN OWINGS, )  
 Deceased )

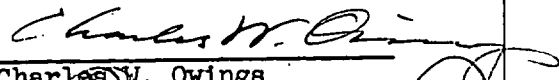

PETITION

To the Honorable Judges of said Court:

Your petitioners, CHARLES W. OWINGS and FRANK J. LITTLE, Trustees of the Estate of Irvin Owings, appointed by this Honorable Court, respectfully represent:

1. That they have received a cash offer of \$18,000.00 for a farm of some 350 acres (about 180 acres tillable), the property of the Estate of Irvin Owings located near Birdsville, in the First Election District of Anne Arundel County, Maryland, known as the Fengal farm.
2. That in the opinion of your petitioners and in the opinion of real estate men consulted by your petitioners and in whose judgment they have confidence the price is adequate.
3. That the offer is in excess of the amount invested in the farm.
4. That one tenant house requires extensive repairs, and perhaps replacement and an additional barn must be erected to house this year's tobacco crop to satisfy one of the two tenants who has given notice that he will not remain on the farm otherwise. The cost of these improvements alone would in the view of your petitioners increase the investment on the farm to an amount which would hinder the sale of the farm at a later date.
5. That the gross sale price of the farm, \$18,000.00, will be reduced by the amount of commission and other reasonable expenditures for work required by the prospective purchaser. (Repair of entrance road)

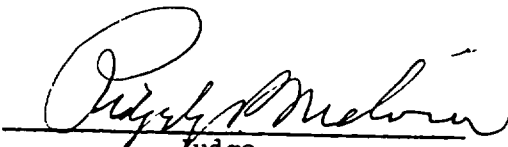
WHEREFORE, your petitioners pray the Court to authorize and direct the Trustees of the Estate of IRVIN OWINGS to give fee simple title to the aforementioned farm on the payment to them of \$18,000.00 cash less the real estate commission and other costs, (Repair of entrance road) which will leave a net of approximately \$16,800.00.

  
 Charles W. Owings  
  
 Frank J. Little  
 Trustee, Estate of  
 Irvin Owings, deceased

LIBER 152 331

ORDER OF COURT

Upon the foregoing petition, it is this ~~14~~<sup>15</sup> day of May 1945,  
ordered by the Circuit Court for Anne Arundel County, Maryland, that  
Charles W. Owings and Frank J. Little, Trustees of the Estate of Irvin  
Owings, be and they are hereby authorized and directed to convey fee  
simple title to the property above described on payment to them of \$18,000  
cash less the real estate commission and the cost of repairing the entrance  
road to the farm which will leave a net of approximately \$16,800.

  
Judge

✓ No. 7505 Equity (13)

LIBER 152 332

IN RE:

TRUST ESTATE OF IRVING OWINGS,

Deceased

EQUITY NO. 7505

SALE OF REAL ESTATE

Filed May 3rd. 1945.  
over May 4/1945—

66

LIBER 152 333

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

IN RE:

TRUST ESTATE OF IRVIN OWINGS,  
deceased )

EQUITY NO. 7505

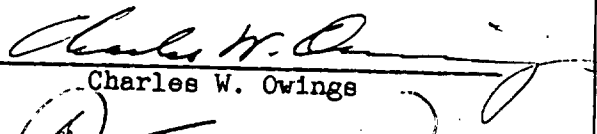
PETITION

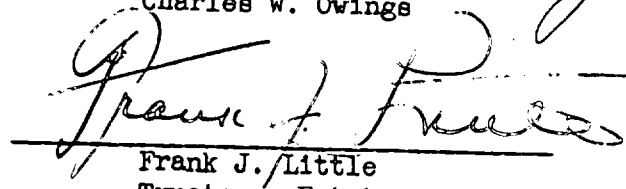
To the Honorable Judges of said Court:

Your petitioners, CHARLES W. OWINGS and FRANK J. LITTLE,  
Trustees of the Estate of Irvin Owings, appointed by this Honorable  
Court, respectfully represent:

1. That the Trust Estate of Irvin Owings is the owner of the land and building located near Owensville, Anne Arundel County, Maryland which has been leased by The Chesapeake and Potomac Telephone Company of Baltimore City as a combined residence and central office (West River Telephone Office). The said Telephone Company has notified the Trustees that in accordance with the provisions of the lease, it will vacate the said building about July 1948.
2. That the present occupant of the house, Mrs. Essie L. Hardesty, who is also the Chief Operator of the West River Office of the said Telephone Company, wishes to purchase the land and the buildings, jointly with her husband, J. Malcolm Hardesty.
3. That the Trustees believe that the sum of \$8,000 which they have asked for the property is an equitable figure and is considered a reasonable price by persons in whose judgment of property values the Trustees have confidence.

WHEREFORE, your petitioners pray the Court to authorize and direct the Trustees of the Estate of IRVIN OWINGS to convey fee simple title to the property above described to J. MALCOLM and ESSIE L. HARDESTY, upon the cash payment of \$8,000.

  
Charles W. Owings

  
Frank J. Little  
Trustees, Estate of  
Irvin Owings, deceased

## ORDER OF COURT

Upon the foregoing petition, it is the *31<sup>st</sup>* day of *May* 194*8* ordered by the Circuit Court for Anne Arundel County, Maryland, that Charles W. Owings and Frank J. Little, Trustees of the Estate of Irvin Owings, be and they are hereby authorized and directed to convey fee simple title to the property above described to J. Malcolm and Essie L. Hardesty upon the cash payment of \$8,000.00.

*Benjamin Michaelson*  
Judge

*Filed June 7<sup>th</sup> 1949.*

✓ No. 7505 Equity <sup>(14)</sup>

LIBER 152 335

Petition

and

Order of Court

Trust Estate

of

Irvin Owings,  
deceased

Filed June 3<sup>rd</sup> 1948.  
Order May 31, 1949

Equity No. 7505

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND.

Re:

Trust Estate created under the  
Last Will and Testament of  
Irvin Owings, deceased.

Equity No. 7,505

PETITION

To the Honorable Judges of said Court:

The Petition of Jeannette G. Owings, Charles W. Owings, Elizabeth O. Little, Irvin G. Owings, D. Clarke Owings and Eleanor Owings Sparrow; and Charles W. Owings and Frank J. Little, Trustees, respectfully represents:

1. That as may be seen by the proceedings filed in this cause, Irvin Owings, deceased, late of Anne Arundel County, Maryland, died leaving a Last Will and Testament by the terms of which a Trust was created for the benefit of the petitioners, Jeannette G. Owings, Charles W. Owings, Elizabeth O. Little, Irvin G. Owings, D. Clarke Owings and Eleanor Owings Sparrow.

2. That by Order of this Honorable Court passed on the 2 / ~~st~~ day of *October*, 1937, this Honorable Court passed an Order substituting the petitioners, Charles W. Owings and Frank J. Little, as Trustees to perform and carry out the provisions of the Trust created.

3. That the said Jeannette G. Owings, Charles W. Owings, Elizabeth O. Little, Irvin G. Owings, D. Clarke Owings and Eleanor Owings Sparrow are the only persons having any interest as beneficiaries in the property which the said Irvin Owings died seized and possessed of.

4. That the heirs and beneficiaries of the said Trust, as well as the Trustees, desire this Honorable Court to assume jurisdiction of the said Trust mentioned in these proceedings so that same may be administered under the jurisdiction of this Honorable Court.

WHEREFORE, the premises considered, your petitioners pray:

1. That this Honorable Court assume jurisdiction in the premises for the purpose of administering the Trust and property which Irvin Owings



died seized and possessed of, title to which is in the name of Charles W. Owings and Frank J. Little, Trustees.

2. That the said Trust may be administered under the jurisdiction of, and subject to the control of this Honorable Court.

3. And for such other and further relief as the nature of the case may require.

Jeannette G. Owings  
Jeannette G. Owings

Charles W. Owings  
Charles W. Owings

Elizabeth O. Little  
Elizabeth O. Little

Irvin G. Owings  
Irvin G. Owings

D. Clark Owings  
D. Clark Owings

Eleanore Owings Sparrow  
Eleanore Owings Sparrow

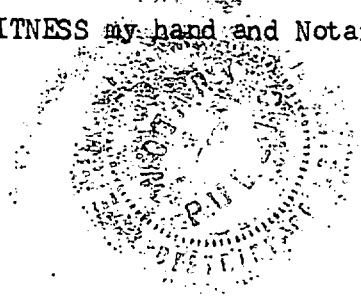
Charles W. Owings  
Charles W. Owings - Trustee

Frank J. Little  
Frank J. Little - Trustee

District  
of Columbia } SS:

I HEREBY CERTIFY that on this 14<sup>th</sup> day of March, 1949, before me, the subscriber, a Notary Public of the District of Columbia aforesaid, personally appeared Jeannette G. Owings and Elizabeth O. Little, and Frank J. Little, Trustee, and each made oath that the matters and facts set forth in the foregoing Petition are true to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.



Emma J. Haffer  
Notary Public.

STATE OF VIRGINIA )  
CITY OF ROANOKE ) SS:

I HEREBY CERTIFY that on this 28th day of March, 1949, before me, the subscriber, a Notary Public of the State and <sup>City</sup> ~~County~~ aforesaid, personally appeared Charles W. Owings, individually and as Trustee, and made oath that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

My Commission Expires September 28, 1952.

[Signature]  
Notary Public.

STATE OF NORTH CAROLINA )  
COUNTY OF DURHAM ) SS:

I HEREBY CERTIFY that on this <sup>5th</sup> ~~March~~ <sup>April</sup> day of ~~March~~, 1949, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Eleanor Owings Sparrow, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of her knowledge and belief.

WITNESS my hand and Notarial Seal.

My Commission Expires May 14th, 1950

[Signature]  
Notary Public.

State of Virginia )  
City of Roanoke ) SS:

I HEREBY CERTIFY that on this 29<sup>th</sup> day of March, 1949, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Irvin G. Owings, and made oath that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

LIBER 152 339

WITNESS my hand and Notarial Seal.

My Comm expires 6-22-49)

Bessie D. Burt  
Notary Public.



State of Georgia )  
City of Marietta )

SS:

I HEREBY CERTIFY that on this 31<sup>st</sup> day of March, 1949, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared D. Clarke Owings, and made oath that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Morris A. Strickland  
Notary Public.

Notary Public, Cobb County, Georgia  
My Commission Expires April 21, 1951



IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND.

Re:

Trust Estate created under the  
Last Will and Testament of  
Irvin Owings, deceased.

Equity No. 7,505

CONSENT

We, the undersigned, being all the heirs and beneficiaries of the Estate of Irvin Owings, deceased, as well as the Trust created under the Last Will and Testament of Irvin Owings, deceased, and all being above the age of twenty-one years, do hereby consent to the Trustees of the Estate of Irvin Owings, deceased, namely, Charles W. Owings and Frank J. Little, serving by giving a bond in the amount of Five Hundred (\$500.00) Dollars.

Jeannette G. Owings  
Jeannette G. Owings

Charles W. Owings  
Charles W. Owings

Elizabeth O. Little  
Elizabeth O. Little

Irvin G. Owings  
Irvin G. Owings

D. Clark Owings  
D. Clark Owings

Eleanore Owings Sparrow  
Eleanore Owings Sparrow

7508

(15)

LIBER 152 341

Equity No. 7,505

Re:

Trust Estate created under  
the Last Will and Testament  
of Irvin Owings, deceased.

PETITION  
and  
CONSENT

Filed May 4<sup>th</sup> 1949

SASSCER & DIGGES

ATTORNEYS AT LAW

UPPER MARLBORO - MARYLAND

75

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND.

Re:

Trust Estate created under the  
Last Will and Testament of  
Irvin Owings, deceased.

Equity No. 7,505

ORDER OF COURT

Upon consideration of the Petition of Jeannette G. Owings, Charles W. Owings, Elizabeth O. Little, Irvin G. Owings, D. Clark Owings and Eleanor Owings Sparrow, as well as Charles W. Owings and Frank J. Little, Substituted Trustees, requesting the Circuit Court for Anne Arundel County, Maryland, to assume jurisdiction over the Trust and estate created under the Last Will and Testament of Irvin Owings, deceased, and the Agreement in respect thereto entered into by the heirs of Irvin Owings, deceased, and it appearing to the Court that all of the parties having any interest therein have agreed thereto, it is thereupon this 4<sup>th</sup> day of May, 1949,

ADJUDGED, ORDERED AND DECREED by the Circuit Court for Anne Arundel County, Maryland, in Equity, that this Court hereby assume jurisdiction of the Trust Estate created under the Last Will and Testament of Irvin Owings, deceased, as modified by the Agreement of the beneficiaries of said Trust filed in these proceedings, said Trust to be henceforth administered under the direction of this Court.

IT IS FURTHER ORDERED that Charles W. Owings and Frank J. Little be, and they are hereby appointed Trustees to administer said Trust under the direction of this Court, and shall give bond in the amount of \$500.00 with surety or sureties to be approved by this Court, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future decree or order in the premises.

Benjamin Richardson  
Judge.

16

LIBER 152-343

Equity No. 7,505

Re: Trust Estate created under  
the Last Will and Testament  
of Irvin Owings, deceased.

ORDER OF COURT

*Order - May 4, 1949*

*Filed May 4<sup>th</sup> 1949.*

SASSCER & DIGGES

ATTORNEYS AT LAW

UPPER MARLBORO - MARYLAND

77

IN THE CIRCUIT COURT OF ANNAPOLIS  
STATE OF MARYLAND

LIBER 152 344

IRVIN OWINGS

BOND OF { ~~COMMITTEE~~  
TRUSTEE

No. 7505

KNOW ALL MEN BY THESE PRESENTS: That we, Charles W. Owings and  
Frank J. Little

as Principal s,  
and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate, duly  
incorporated under the laws of the State of Maryland, and duly authorized by its charter to be-  
come sole surety on bonds, as Surety, are held and firmly bound unto the State of Maryland, in the full  
and just sum of Five Hundred and 00/100 - - - - - Dollars (\$ 500.00 ), current money, to be paid to the said State or its certain attorneys, for  
which payment, well and truly to be made, we bind ourselves and each of us, our and each of our  
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 2nd day of  
June in the year of our Lord one thousand nine hundred and forty-nine

(Court assumed jurisdiction in May 1949)

WHEREAS, THE ABOVE BOUNDEN Charles W. Owings and Frank J. Little

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne  
Arundel County dated the 21st day of October  
nineteen hundred and thirty-seven have been appointed  
trustee

mentioned in the proceedings in the case of Trust Estate of Irvin Owings, deceased  
Equity 7505

now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above  
bounden

Charles W. Owings and Frank J. Little

do and shall well and faithfully perform the trust reposed in them by said decree, or that  
may be reposed in them by any future decree or order in the premises, then the above  
obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered  
in the presence of

*Gloria W. Neel*  
Gloria W. Neel  
*George R. Garrison*  
George R. Garrison

*Charles W. Owings* (SEAL)  
Charles W. Owings  
*Frank J. Little* (SEAL)  
Frank J. Little  
(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY.

✓ BY *E. Churchill Murray*  
Attorney-in-fact.  
E. Churchill Murray

Filed & approved this 7th day of  
June 1949  
78 John H. Hopkins, 3rd. Clerk.



✓ LIBER 152 345 (17)  
No. 7505 Equity  
In the Circuit Court of  
Anne Arundel County  
State of Maryland  
19 Docket 10

BOND OF { TRUSTEE  
COMMITTEE

Surety:

UNITED STATES FIDELITY AND  
GUARANTY COMPANY

Home Office—Baltimore, Maryland

Bond Approved: June 7<sup>th</sup> 1949

John H. Hopkins, Esq. Clerk

Filed

June 7<sup>th</sup>, 1949.

7  
✓ Attorney

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND.

IN RE:

TRUST ESTATE OF IRVIN OWINGS, ( )  
deceased ( )

EQUITY NO. 7505

PETITION

To the Honorable Judges of said Court:

Your petitioners, Charles W. Owings and Frank J. Little, Trustees of the Estate of Irvin Owings, appointed by this Honorable Court, respectfully represent:

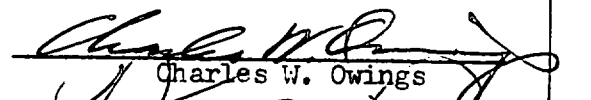

1. That they have fee simple title to seven water frontlots in subdivision #2 at Fair Haven, Anne Arundel County, Maryland.
2. That they have an offer of \$1,200.00 for lot #1 in block #5 and an offer of \$1,500.00 for lots #1 to 6 inclusive (at \$250.00 each) in block #4 of the said subdivision #2 at Fair Haven, Maryland.
3. That the sale price for the lots is considered advantageous for the Estate of Irvin Owings for the following reasons:

Lot #1 in block #5 requires a jetty or a seawall to prevent further erosion by water and the cost of such protection to insure a higher sales price would not be justified by your trustees.

Lots #1 to 6 inclusive in block #4 are swamp land and are of no value for building sites in their present condition. The cost of draining and filling to increase their sales value would not be justified by your trustees.

4. That the prospective purchaser, Charles E. Krey, owns a small cottage built on lot #7 of block #4 and has made the offer for the aforementioned lots to permit enlargement of his cottage and to secure additional land for his use.
5. That your trustees be authorized to deposit the proceeds of the sale of the aforementioned lots in a Building and Loan Association.

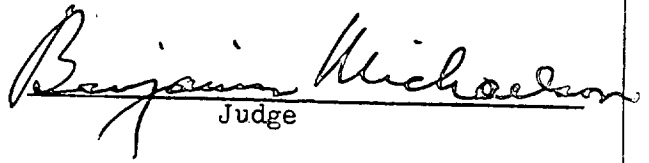
WHEREFORE, your petitioners pray the Court to pass an order herein, authorizing and directing the said CHARLES W. OWINGS and FRANK J. LITTLE, Trustees as aforesaid, to sell the aforementioned lot #1 in block #5 and the aforementioned lots #1 to 6 inclusive in block #4 in subdivision #2, Fair Haven, Maryland to Charles E. Krey for the sum of \$2,700.00 and to deposit same at interest with a Building and Loan Association.

  
Charles W. Owings  
  
Frank J. Little  
Trustees of the Estate  
of Irvin Owings,  
deceased

LIBER 152 347

ORDER OF COURT

Upon the foregoing petition, it is this <sup>th</sup> 11<sup>th</sup> day of February, 1953, ordered by the Circuit Court for Anne Arundel County, Maryland, that Charles W. Owings and Frank J. Little, Trustees of the Estate of Irvin Owings, be and they are hereby authorized and directed to sell the aforementioned lot #1 in block #5 and the aforementioned lots #1 to 6 inclusive in block #5 in subdivision #2, Fair Haven, Maryland to Charles E. Krey for the sum of \$2,700.00 and to deposit same at interest with a Building and Loan Association.

  
Judge

EQUITY No. 7505

PETITION  
- and  
ORDER OF COURT

*Order of Court Feb. 11, 1953*

Sale of Subdivision Lots

TRUST ESTATE OF IRVIN OWINGS  
deceased

*Filed 11 Feb., 1953.*

82 *Order filed 11 Feb., 1953.*

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND.

IN RE:

TRUST ESTATE OF IRVIN OWINGS, ( EQUITY NO. 7505  
deceased )  
(

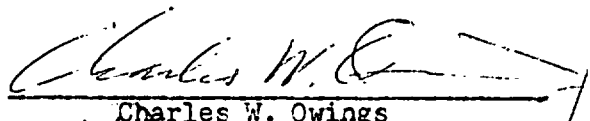
PETITION

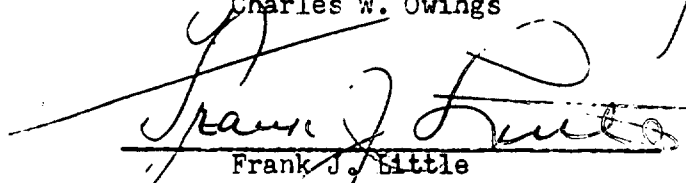
To the Honorable Judges of said Court:

Your petitioners, Charles W. Owings and Frank J. Little, Trustees of the Estate of Irvin Owings, appointed by this Honorable Court, respectfully represent:

1. That they have fee simple title to various undeveloped lots in subdivision #1 at Fair Haven, Anne Arundel County, Maryland.
2. That they have an offer of \$1,400.00 (\$700 each) for lots 8 and 9 in block 10 in the said subdivision #1 at Fair Haven, Maryland.
3. That the price offered for the lots is considered reasonable.
4. That upon completion of the sale the trustees be authorized to deposit the proceeds of the sale of the aforementioned lots in a Building and Loan Association.

WHEREFORE, your petitioners pray the Court to pass an order herein, authorizing and directing the said CHARLES W. OWINGS and FRANK J. LITTLE, Trustees as aforesaid, to sell the aforementioned lots 8 and 9 in block 10 in subdivision #1, Fair Haven, Maryland to William N. Wooldridge and Frances C. Wooldridge (his wife) for the sum of \$1,400.00 and to deposit same at interest with a Building and Loan Association.

  
Charles W. Owings

  
Frank J. Little

Trustees of the Estate  
of Irvin Owings, deceased

ORDER OF COURT

Upon the foregoing petition, it is this <sup>28<sup>th</sup></sup> day of July, 1955, ordered by the Circuit Court for Anne Arundel County, Maryland, that Charles W. Owings and Frank J. Little, Trustees of the Estate of Irvin Owings, be and they are hereby authorized and directed to sell the aforementioned lots 8 and 9 in block 10 in subdivision #1, Fair Haven, Maryland to William N. Wooldridge and Frances C. Wooldrige (his wife) for the sum of \$1,400.00 and to deposit same at interest with a Building and Loan Association.

Benjamin Michaelson  
Judge

19

LIBER 152 PAGE 351

EQUITY 7505

PETITION  
and  
ORDER OF COURT

*Order - July 28, 1955*

Sale of lots in subdivision  
#1, Fair Haven, Maryland

Estate of Irvin Owings, deceased

FILED

*27 July, 1955*

THE DAILY RECORD CO., BALTIMORE, MD.

*85 Order filed 28 July, 1955*

EX PARTE	*	IN THE CIRCUIT COURT OF
IN THE MATTER OF THE	*	ANNE ARUNDEL COUNTY
TRUST ESTATE	*	(In Equity)
OF IRVIN OWINGS, deceased	*	Case No. 7505

\* \* \* \* \*

PETITION AND ORDER FOR RELEASE OF MORTGAGE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

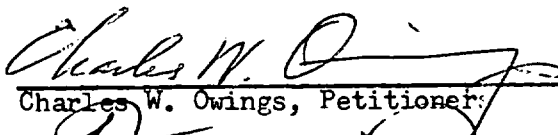
The Petition of Charles W. Owings and Frank J. Little, substituted Trustees in the Matter of the Trust Estate of Irvin Owings, deceased, respectfully represents unto your Honor:

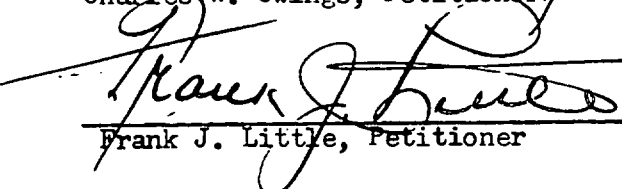
1. That the Estate of Irving Owings has been finally closed in the Orphans Court of Anne Arundel County and is now being administered as a Trust Estate in this Honorable Court.

2. That one of the assets of the aforesaid Trust Estate was amortgage dated July 14, 1932 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 103, folio 147 etc., in the principal sum of \$2675.00, given by Albert B. Nicholson and Ida May Nicholson, his wife unto Irvin Owings, during the life of the said Irvin Owings; said mortgage being a first lien on the fee simple property known as Lots 21 and 22, Square 10, Section 1, as shown on the Plat of Fair Haven, formerly recorded in F. S. R. No. 2, folio 1, and now recorded in Plat Book No. 6, folio 24.

3. That the Mortgagors, the said Albert B. Nicholson and Ida May Nicholson, his wife having fully paid and satisfied the said mortgage is entitled to have the property thereby affected released from the operation and effect of said mortgage.

Wherefore your Petitioners pray that this Honorable Court pass an order authorizing them to execute a release of the mortgage hereinbefore referred to.

  
Charles W. Owings, Petitioner

  
Frank J. Little, Petitioner



STATE OF MARYLAND, *City of Baltimore* to wit: LIBER 152 PAGE 353

I hereby certify that on this 20th day of November, 1956 before me the subscriber, a Notary Public of the State of Maryland in and for *City of Baltimore* aforesaid, personally appeared Frank J. Little, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.



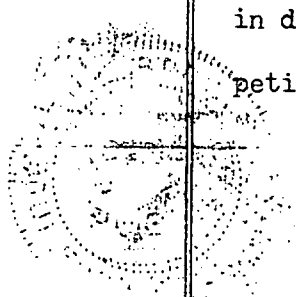
*[Signature]*

Notary Public.

STATE OF *North Carolina*, to wit:

I hereby certify that on this 21 day of November, 1956 before me the subscriber, a Notary Public of the State of *N. C.* in and for *County of Guilford* aforesaid, personally appeared Charles W. Owings, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.



*[Signature]*

Notary Public.

MY COMMISSION EXPIRES AUGUST 23, 1958

Upon the foregoing Petition and Affidavits, It is this 30<sup>th</sup> day of November, 1956;

O R D E R E D, by the Circuit Court of Anne Arundel County that Charles W. Owings and Frank J. Little, substituted Trustees in the Matter of the Trust Estate of Irvin Owings, deceased, are hereby authorized to execute a release of the mortgage dated July 14, 1932 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 103, folio 147 etc., the original principal sum of which was \$2675.00 from Albert B. Nicholson and Ida May Nicholson, his wife to Irvin Owings, now deceased.

B. Nicholson  
Judge

IN THE CIRCUIT COURT OF  
ANNE ARUNDEL COUNTY  
(In Equity) 7505

EX PARTE  
IN THE MATTER OF THE  
TRUST ESTATE  
OF IRVIN OWINGS, deceased

Petition & Order for Rel. of Mtgs.

Order - Nov. 30, 1956

EDWARD J. BRANNAN  
ATTORNEY AT LAW  
BALTIMORE, MARYLAND

FILED

1956 NOV 30 AM 10:05

THE DAILY RECORD CO., BALTIMORE 3, MD.

Order FILED  
1956 DEC -1 AM 11:55

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND.

IN RE:

TRUST ESTATE OF IRVIN OWINGS;  
deceased

( )

EQUITY NO. 7505

PETITION

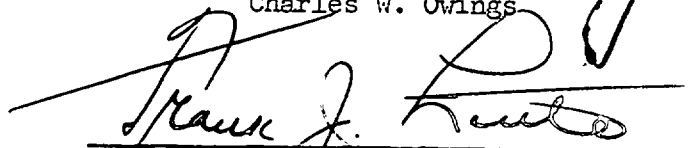
To the Honorable Judges of said Court:

Your petitioners, Charles W. Owings and Frank J. Little, Trustees of the Estate of Irvin Owings, appointed by this Honorable Court, respectfully represent:

1. That they have fee simple title to various undeveloped lots in subdivision #1 at Fair Haven, Anne Arundel County, Maryland.
2. That they have a cash offer of \$2,700.00 for lots 1, 2 and 3 in block 10 in the said subdivision #1 at Fair Haven, Maryland.
3. That the price offered for the lots is considered reasonable.
4. That upon completion of the sale the trustees be authorized to use \$1,050.00 of the purchase price to complete repair of the seawall which protects the property of the Estate at Fair Haven and to deposit the balance of the purchase price of the lots in a Building Association.

WHEREFORE, your petitioners pray the Court to pass an order herein, authorizing and directing the said CHARLES W. OWINGS and FRANK J. LITTLE, Trustees as aforesaid, to sell the aforementioned lots 1, 2 and 3 in block 10 in subdivision #1, Fair Haven, Maryland to William N. Wooldridge and Frances C. Wooldridge (his wife) for the sum of \$2,700.00 and to use \$1,050.00 of the purchase price to complete repair of the seawall which protects the property of the Estate at Fair Haven and to deposit the balance of the purchase price of the lots in a Building Association.

  
Charles W. Owings

  
Frank J. Little

Trustees of the Estate  
of Irvin Owings, deceased

FILED

1957 APR -5 AM 9:28

ORDER OF COURT

Upon the foregoing petition, it is this 5<sup>th</sup> day of April, 1957, ordered by the Circuit Court for Anne Arundel County, Maryland, that Charles W. Owings and Frank J. Little, Trustees of the Estate of Irvin Owings, be and they are hereby authorized and directed to sell the aforementioned lots 1, 2 and 3 in block 10 in subdivision #1, Fair Haven, Maryland to William N. Wooldridge and Frances C. Wooldridge (his wife) for the sum of \$2,700.00 and to use \$1,050.00 of the purchase price to complete repair of the seawall which protects the property of the Estate at Fair Haven and to deposit the balance of the purchase price of the lots in a Building Association.

Benzamin M. Williams  
Judge

FILED

1957 APR -5 PM 12:20

(21)

✓  
LIBER 152 PAGE 358

EQUITY NO. 7505

PETITION  
and  
ORDER OF COURT

*Order - April 5, 1957*

SALE OF THREE LOTS  
FAIR HAVEN

ESTATE OF IRVIN OWINGS  
deceased

*Filed*  
*1957 apr. 5 AM 9.28*

THE DAILY RECORD CO., BALTIMORE 3, MD.

92

IN THE MATTER OF  
THE TRUST ESTATE OF  
IRVIN OWINGS, DECEASED

\* LIBER 152 PAGE 359  
\* No. 7505 EQUITY  
\* IN THE  
\* CIRCUIT COURT  
\* FOR  
\* ANNE ARUNDEL COUNTY

\* \* \* \* \*  
PETITION FOR AUTHORITY TO RELEASE MORTGAGE  
\* \* \* \* \*

TO THE HONORABLE, THE JUDGES OF SAID COURT:

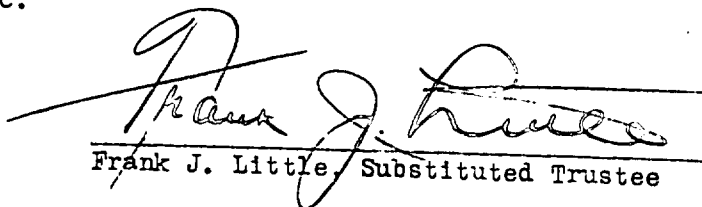
The Petition of Frank J. Little and Charles W. Owings, Substituted Trustees in the above entitled estate, respectfully shows:

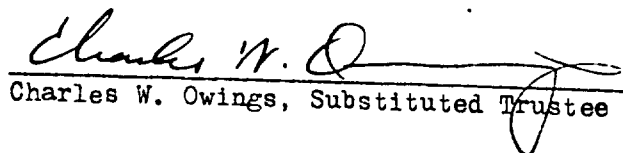
1. That Irvin Owings during his lifetime was a holder of a mortgage from Robert J. Barrett and Theresa C. Barrett dated February 6, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 48, folio 137, covering Lot 5 of Square 4 as shown on the Plat of Section 1 of Fairhaven.

2. That said mortgage was paid in full during the lifetime of the said Irvin Owings but was not released among the Land Records of Anne Arundel County, and the owner of said property is entitled to a release of said mortgage.

WHEREFORE, your Petitioners pray the Court to pass an order authorizing and directing them to release the hereinabove mentioned mortgage.

As in duty bound, etc.

  
Frank J. Little, Substituted Trustee

  
Charles W. Owings, Substituted Trustee

ORDER OF COURT

ORDERED, this 12<sup>th</sup> day of November, 1958; by The Circuit Court for Anne Arundel County in Equity, upon the foregoing petition, that Frank J. Little and Charles W. Owings, Substituted Trustees in the above entitled cause be and they are hereby authorized and directed to execute a release of the aforementioned mortgage from Robert J. Barrett and Theresa C. Barrett to Irvin Owings dated February 6, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 48, folio 137.

Benjamin M. Williams  
Judge



IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

NO. 7505 Equity

---

IN THE MATTER OF THE TRUST

ESTATE OF

IRVIN OWINGS, Deceased

---

PETITION FOR AUTHORITY TO RELEASE  
MORTGAGE AND COURT ORDER THEREON

---

PETITION: Nov. 12, 1958  
ORDER: Nov. 12, 1958

R. Tilghman Brice, III, Attorney  
Annapolis, Maryland

OS

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY, MARYLAND.

IN RE:

TRUST ESTATE OF IRVIN OWINGS  
deceased

EQUITY NO. 7505

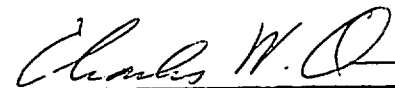
PETITION

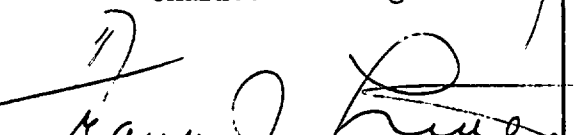
To the Honorable Judges of said Court:

Your petitioners, CHARLES W. OWINGS and FRANK J. LITTLE, Trustees of the Estate of Irvin Owings, appointed by this Honorable Court, respectfully represent:

1. That the State Roads Commission of Maryland in order to protect a short stretch of Maryland Route 423 at the southern end of the Estate property at Fair Haven against damage by the waters of Herring Bay wishes to acquire fee simple title to a small parcel of land belonging to the Estate of Irvin Owings.
2. That the Trustees are agreeable to accepting the offer of \$50.00 for the land involved because, in their view, the price is reasonable and also because the work to be done may possibly add to the value of the property. The Trustees retain riparian rights in and unto the land being granted.
3. That Plat No. 21872 showing the property involved is attached and made a part of this petition.

WHEREFORE, your petitioners pray the Court to pass an order herein authorizing and directing the said CHARLES W. OWINGS and FRANK J. LITTLE, Trustees as aforesaid, to convey fee simple title to that parcel of land shown in Plat No. 21872 to the State Roads Commission of Maryland for the sum of \$50.00 and to deposit the sum in a Building Association.

  
Charles W. Owings

  
Frank J. Little

Trustees, Estate of  
Irvin Owings, deceased.

FILED

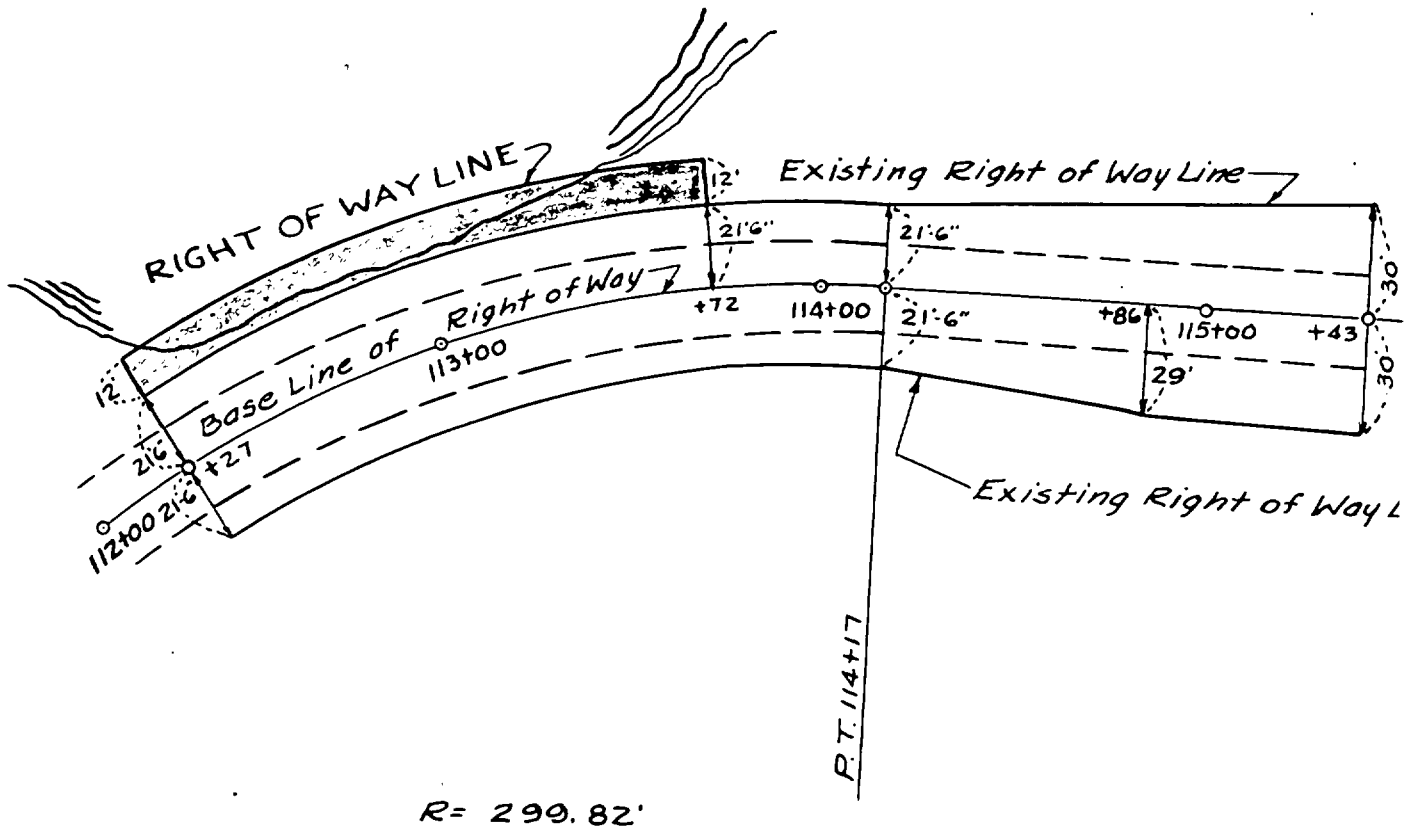
1959 JUL -9 PM 3:29

ORDER OF COURT

Upon the foregoing petition, it is this 10<sup>th</sup> day of July, 1959, ordered by the Circuit Court for Anne Arundel County, Maryland, that CHARLES W. OWINGS and FRANK J. LITTLE, Trustees of the Estate of Irvin Owings, be and they are hereby authorized and directed to convey fee simple title to the property described herein to the State Roads Commission of Maryland for the sum of \$50.00 and to deposit the proceeds in a Building Association.

Bernard M. Nichols  
Judge

Approximate Meridian



APPROVED BY THE  
PURSUANT TO CITY  
GENERAL ASSEMBLY

DATE

98 + 99

116700

line

LOCATED IN ANNE ARUNDEL COUNTY

PREPARED BY

DIVISION OF ROAD DESIGN

*Frederic A. Herwig* 3/26/59  
ASST. ENGR. OF ROAD DESIGN

REVISIONS

STATE ROADS COMMISSION  
OF MARYLAND  
FAIRHAVEN TO OWENS CLIFF

IE STATE ROADS COMMISSION  
CHAPTER 59. ACTS OF THE  
3LY OF MARYLAND, 1956 SESSION.

SCALE: 1"=50' CONTRACT NO. AA547 - 521

ISSUED: *March 26* 1959

CHAIRMAN

PLAT NO. 21872

*[Signature]*  
RIGHT OF WAY ENGINEER

✓ (23)  
LIBER 152 PAGE 366  
EQUITY NO. 7505

PETITION  
and  
ORDER OF COURT  
*Order - July 10, 1959*

Sale of Property  
to  
Maryland State  
Roads Commission

ESTATE OF IRVIN OWINGS  
deceased

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

IN RE:

TRUST ESTATE OF IRVIN OWINGS,  
Deceased

(  
)  
(

EQUITY NO. 7505

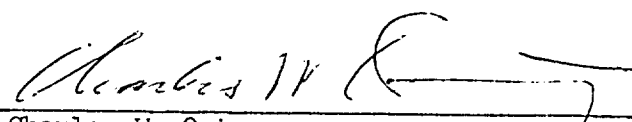
PETITION

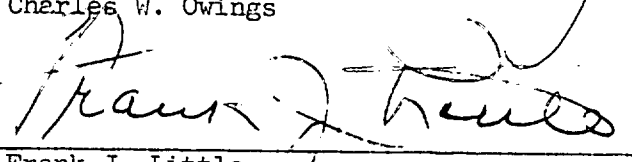
To the Honorable Judges of said Court:

Your Petitioners, CHARLES W. OWINGS and FRANK J. LITTLE, Trustees of the Estate of Irvin Owings, appointed by this Honorable Court, respectfully represent:

1. That they have a cash offer of Seven Hundred Dollars (\$700.00) for Lot 10, in Block 10, Subdivision #1 at Fair Haven, Maryland, and that they consider this price reasonable and fair for the property.
2. That they wish to deposit this purchase price of Seven Hundred Dollars (\$700.00) in the Hyattsville Building Association.

WHEREFORE, your Petitioners pray the Court to pass an order herein authorizing and directing the said CHARLES W. OWINGS and FRANK J. LITTLE to convey fee simple title to the abovementioned Lot 10, in Block 10, Subdivision #1 to Emmett D. Milstead and Elsie L. Milstead (his wife) for the sum of Seven Hundred Dollars (\$700.00) and to deposit the purchase price in the Hyattsville Building Association.

  
Charles W. Owings

  
Frank J. Little

Trustees of the Estate of Irvin Owings,  
Deceased

ORDER OF COURT

Upon the foregoing Petition it is this 17<sup>th</sup> day of December, 1959, ordered by the Circuit Court for Anne Arundel County, Maryland, that the Trustees of the Estate of Irvin Owings be and they are hereby authorized and directed to convey fee simple title to the aforementioned Lot 10, in Block 10, Subdivision #1 to Emmett D. Milstead and Elsie L. Milstead (his wife) for the sum of Seven Hundred Dollars (\$700.00) and to deposit the purchase price in the Hyattsville Building Association.

Benjamin Michaelson  
Judge



✓

(24)

LIBER 152 PAGE 369

EQUITY NO. 7505

PETITION  
AND  
ORDER OF COURT

*Order - Dec. 17, 1959*

Sale of Lot 10 in Block  
10, Subdivision #1,  
Fair Haven, Maryland

*Petition Dec. 17 1959*  
*Order of Court filed*  
*17-Dec 1959*

ESTATE OF IRVIN OWINGS,  
Deceased

In The Matter of The Estate of  
IRVIN OWINGS, deceased

LIBER 152 PAGE 370  
NO. 7505 EQUITY

\*  
\* IN THE  
\* CIRCUIT COURT  
\* FOR  
\* ANNE ARUNDEL COUNTY

\* \* \* \* \*

PETITION FOR APPOINTMENT OF CO-TRUSTEE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Charles W. Owings and Edith L. Owings, his wife, Irvin Owings and Betty H. Owings, his wife, D. Clark Owings and Marguerite C. Owings, his wife, Eleanor Owings Sparrow and John B. Sparrow, her husband, respectfully show:

1. That the above trust estate is being administered under the jurisdiction of this Honorable Court.
2. That Frank J. Little, one of the trustees heretofore appointed, departed this life on August 13, 1960.
3. That the Mother of Charles W. Owings, Irvin Owings, D. Clark Owings, and Eleanor Owings Sparrow, Jeannette G. Owings, is now 76 years of age and has a life interest only in this trust estate.
4. That your Petitioners aforesaid are the majority in interest in the estate, the only other party having any interest being the sister of the petitioners, Elizabeth Owings Little.
5. That your Petitioner, Charles W. Owings, has been one of the Trustees of the estate since its inception.
6. That Irvin Owings, one of the Petitioners, is a semiretired business man of substantial means, having owned and operated the Friden Calculating Machine Agency for over 19 years, and that he is presently engaged in developing water front property in the northern neck of Virginia. That the said Irvin

Owings is exceptionally well qualified to act as Trustee of this estate in the place of the late Frank J. Little.

WHEREFORE your Petitioners respectfully recommend and nominate the said Irvin Owings to be appointed as a Co-Trustee to administer this estate with the said Charles W. Owings.

And as is duty bound, etc.

*Charles W. Owings*  
Charles W. Owings

*Edith L. Owings*  
Edith L. Owings

*Irvin Owings*  
Irvin Owings

*Betty H. Owings*  
Betty H. Owings

*D. Clark Owings*  
D. Clark Owings

*Marguerite C. Owings*  
Marguerite C. Owings

*Eleanore Owings Sparrow*  
Eleanore Owings Sparrow

*John B. Sparrow*  
John B. Sparrow

*Marvin I. Anderson*  
Marvin I. Anderson  
Solicitor for Petitioners

ORDER OF COURT.

IT IS HEREBY ORDERED THIS 13<sup>TH</sup> DAY OF SEPTEMBER, 1960, BY THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY THAT THE AFORENAMED SIGNERS OF THE FOREGOING PETITION SHOW CAUSE, IF ANY THEY MAY HAVE, ON OR BEFORE OCTOBER 1, 1960. WHY THE MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY OF BALTIMORE, MARYLAND, SHOULD NOT BE APPOINTED SOLE TRUSTEE IN THE ESTATE OF IRVIN OWINGS, DECEASED, PROVIDED THAT A COPY OF THIS ORDER BE SERVED ON MARVIN I. ANDERSON, ESQUIRE, SOLICITOR FOR THE FOREGOING PETITIONERS, ON OR BEFORE SEPTEMBER 20, 1960.

*Benjamin W. Williams*  
Judge.

✓

IN THE  
CIRCUIT COURT  
FOR

ANNE ARUNDEL COUNTY

\*\*\*\*\*

IN THE MATTER OF THE ESTATE OF  
IRVIN OWINGS, Deceased  
No. 7505 Equity

\*\*\*\*\*

Petition for appointment of  
Co-Trustee

\*\*\*\*\*

Petition filed: 1960 Sept. 13

IN THE MATTER OF	*	IN THE
THE ESTATE OF	*	CIRCUIT COURT
IRVIN OWINGS, deceased	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 7505 EQUITY
	* * *	

P E T I T I O N

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Jeannette G. Owings respectfully shows:

1. On 29 August 1960 Petitioner requested this Honorable Court to appoint her daughter, Elizabeth Owings Little, as one of the trustees in the above entitled matter, in the place and stead of her deceased son-in-law, Frank J. Little.
2. Since the filing of said petition, Petitioner has been advised by her son, Charles W. Owings, that he objects to the appointment of his sister and insists upon the appointment of his brother, Irvin Owings.
3. Petitioner fears that the differences between her children and the differences between herself and her sons, Charles W. Owings and Irvin Owings, are so bitter and so irreconcilable that the continuation of Charles W. Owings as a trustee, either in conjunction with her daughter, Elizabeth Owings Little or any of the other children, will cause and continue to cause her extreme mental anguish and in all probability have a damaging effect upon her health.
4. Petitioner believes, under the circumstances, that her best interests and the best interests of all of her children will be served by the appointment of a corporate trustee.

FILED

1960 SEP 13 AM 10:59

WHEREFORE, your Petitioner prays this Honorable Court to allow her to withdraw the petition filed 29 August 1960 and to pass an order removing Charles W. Owings as trustee and appointing in his place a corporate trustee.

And, as in duty bound, etc.

*Jeannette G. Owings*  
Jeannette G. Owings

*William J. McWilliams*  
William J. McWilliams  
Solicitor for Jeannette G. Owings

O R D E R

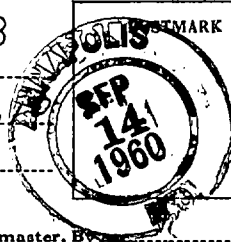
Upon the foregoing petition, it is, by the Circuit Court for Anne Arundel County, this *13<sup>th</sup>* day of September 1960, ORDERED that the Petitioner be and she is hereby granted leave to withdraw the petition filed 29 August 1960; and

IT IS FURTHER ORDERED that Charles W. Owings be and he is hereby removed as trustee in the above entitled matter ~~and~~ *unless cause to the contrary is shown as hereinafter ordered; and*

IT IS FURTHER ORDERED that *Mercantile - Safe Deposit and Trust Company* be, and it is hereby, appointed sole trustee in the place and stead of Charles W. Owings and the late Frank J. Little; and

IT IS FURTHER ORDERED that the appointment of *Mercantile - Safe Deposit Trust Company* as trustee shall become effective on *October 1,* 1960, unless cause to the contrary shall be shown on or before said date, provided a copy of the foregoing petition and this ORDER shall be sent by registered mail by the Clerk to Charles W. Owings, Box 2547, Greensboro, North Carolina, and to Elizabeth Owings Little, Fair Haven, Anne Arundel County, Maryland, and a copy also be sent to *Marvin J. Anderson, attorney, Franklin St., Annapolis, Md.* *Benjamin M. Michaelson*  
Judge

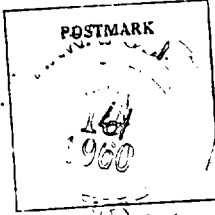
REGISTERED NO. 7248  
Value \$ NV Spec. del'y fee \$  
Fee \$ 1.50 Ret. receipt fee \$  
Surcharge \$ Rest. del'y fee \$  
Postage \$ 0.4 Airmail ☐  
Postmaster, By  
From Charles C. Smith, Jr.  
Box 868, Annapolis, Md.  
To Mr. Charles W. Owings, Jr.  
Box 3547, Annapolis, Md.  
POD Form 3806 Sept. 1955



REGISTERED NO. 7249  
Value \$ NV Spec. del'y fee \$  
Fee \$ 0.0 Ret. receipt fee \$  
Surcharge \$ Rest. del'y fee \$  
Postage \$ 0.4 Airmail ☐  
Postmaster, By  
From Charles C. Smith, Jr.  
Box 868, Annapolis, Md.  
To Mr. Charles W. Owings, Jr.  
Box 3547, Annapolis, Md.  
POD Form 3806 Sept. 1955



REGISTERED NO. 7247  
Value \$ NV Spec. del'y fee \$  
Fee \$ 0.50 Ret. receipt fee \$ 1.10  
Surcharge \$ Rest. del'y fee \$  
Postage \$ 0.4 Airmail ☐  
Postmaster, By  
From George T. Crompton, Jr.  
Box 868, Annapolis, Md.  
To Mr. Charles W. Owings, Jr.  
Box 3547, Annapolis, Md.  
POD Form 3806 Sept. 1955



#1-INSTRUCTIONS TO DELIVERING EMPLOYEE  
☐ Deliver ONLY to addressee ☐ Show address where delivered  
(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED SEP 15 1960 ADDRESS WHERE DELIVERED (only if requested in item #1)

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE  
☐ Deliver ONLY to addressee ☐ Show address where delivered  
(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED SEP 15 1960 ADDRESS WHERE DELIVERED (only if requested in item #1)

IN THE MATTER OF THE ESTATE

OF

IRVIN OWINGS, Deceased

\*\*\*\*\*

Petition to withdraw Petition filed August 29, 1960, and to appoint Corporate Trustee in place and stead of Charles W. Owings, deceased.

\*\*\*\*\*

Petition filed : Sept. 13, 1960

Order of Court: Sept. 13, 1960

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee ☐ Show address where delivered  
(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

Elizabeth Owings Little

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED 9/15/60 ADDRESS WHERE DELIVERED (only if requested in item #1)

Tow Haven, Md

IN THE MATTER OF	*	NO. 7505 EQUITY
THE ESTATE OF	*	IN THE
IRVIN OWINGS, deceased	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

\* \* \* \* \*

ANSWER TO SHOW CAUSE ORDERS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Chalres W. Owings, Edith L. Owings, Irvin Owings, Betty H. Owings, D. Clark Owings, Marguerite C. Owings, Eleanor Owings Sparrow, and John B. Sparrow in answer to the petition of Jeannette G. Owings and by way of showing cause why the Mercantile-Safe Deposit and Trust Company of Baltimore should not be appointed sole Trustee as required by two Orders of the Circuit Court for Anne Arundel County dated the thirteenth day of September, 1960 (one of which was passed on the petition of the said Jeannette G. Owings, and the other on the petition of the aforesaid Petitioners) shows:

1. That this trust estate arises out of the Last Will and Testament of Irvin Owings dated May 8, 1925, wherein the American Security and Trust Company was named trustee and on failure of it to qualify, then the president of said Company was to act as Trustee

2. That the said Irvin Owens departed this life on August 9, 1937 and on October 21, 1937, a petition was filed in this Court by all of the interested parties requesting the Court to assume "jurisdiction" in the premises for the purpose only of appointing a substitute trustee or trustees xxx."

3. That on October 21, 1937, a consent signed by all parties requesting the appointment of Charles W. Owings and Frank J. Little as trustees in the place of the American Security and

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1960 SEP 27 PM 2:47



Trust Company to execute the trusts set forth in the petition was filed.

4. That on October 21, 1937, the Court passed an Order appointing Charles W. Owings and Frank J. Little substituted trustees in place of the trustees named in the Last Will and Testament of Irvin Owings with the same powers and authority.

5. That the foregoing proceedings were based not only on the Will of the said Irvin Owings but on a certain indenture entered into by and between Charles W. Owings, Elizabeth O. Little, Irvin G. Owings, D. Clark Owings, and Eleanor J. Owings, Jeannette G. Owings, and Charles W. Owings and Frank J. Little, Trustees, dated October 22, 1937, all of which will be seen by reference to the proceedings herein.

6. That said trustees entered into and have performed the duties of said trust ever since, until the death of the said Frank J. Little on August 13, 1960.

7. That on February 4, 1949, another petition and consent for the Court to assume jurisdiction of the trust estate created under the Will, as modified by the Agreement, was filed, and on May 4, 1949, the Court again assumed jurisdiction and again appointed Charles W. Owings and Frank J. Little Trustees and provided for a \$500.00 bond.

8. That the Mother of Charles W. Owings, Irvin Owings, D. Clark Owings, and Eleanor Owings Sparrow, Jeannette G. Owings, is now seventy-six years of age and has a life interest only in this trust estate.

9. That your Petitioners aforesaid are the majority in interest in the estate, the only other party having any interest being the sister of the Petitioners, Elizabeth Owings Little.

10. That your Petitioner, Charles W. Owings, has been one of the Trustees of the estate since its inception.

11. That Irvin Owings, one of the Petitioners, is a partially retired business man of substantial means, having owned and operated the Friden Calculating Machine Agency for over nineteen years, and that he is presently engaged in developing water front property in the northern neck of Virginia. That the said Irvin Owings is exceptionally well qualified to act as Trustee of this estate in the place of the late Frank J. Little.

12. That the said Charles W. Owings has never received or charged the estate with any fees, commissions, or expenses.

13. That, as will be seen by the twenty-first report and account filed on December 31, 1958, the estate is substantial and has increased an estimated three fold over the value of the original trust, and among the assets is a very valuable farm of approximately 328 acres and a number of lots in a subdivision, mortgages, live stock, farming implements, stocks, bonds, etc. This report further shows that the said Jeannette G. Owings, the life tenant, was paid the sum of \$19,000.00 from the income during 1958.

14. That among the tracts of real estate owned by said trust and among its principal assets are four adjoining farms which have been and must in the future be managed and directed by the Trustee of this estate, whoever they be; and that your Petitioners are advised and therefore aver that corporate trustees cannot and will not administer the affairs of this trust estate especially the aforesaid farms as efficiently or as economically as has been done in this case in the past and can in the future be done by qualified individual trustees who, as remaindermen, have a direct and vital interest in said trust estate and who can and will exercise the close supervision of the tenants and of the farm operation which are so vital in this case.

15. That it is impossible and impractical for the officers of any trust company to exercise the close and continuing supervision required in the management of these farms.

16. That your Petitioners are credibly informed and therefore aver that normally trust companies do not prefer to manage trust estates or such portions thereof as consist of farm operations and when such farm operations do not show a profit under their management they usually seek authorization to sell some parts or all of such real estate.

17. That your Petitioners are credibly informed and therefore aver that partial sales of any of the real estate in this trust estate will enormously depreciate the value of the remaining real estate; and that part of the consideration for the subsequent indenture agreement was your Petitioners' belief that the value of the real estate would be maintained at its highest level if all of the said real estate was held intact; and that therefore your Petitioners intend to vigorously oppose any partial sale of the real estate held in this trust.

18. That specifically answering the petition of their Mother, Jeannette G. Owings, they admit the matters in the first and second paragraphs of her petition and say that not only does the said Charles W. Owings object to the appointment of their sister but all of the other interested parties likewise object.

19. That, answering paragraph three of said Petition, these Petitioners say that they deny the allegations of said paragraph and say that the only bitterness has been caused by the said Elizabeth O. Little who now lives with her Mother and exerts complete domination over her and has even refused to let your Petitioners see their Mother or to discuss the matters with her or to enter the home.

20. That, answering paragraph four of said Petition, these Petitioners deny the allegations of said paragraph and again say that the said Charles W. Owings has been one of the trustees since the inception of this trust; that these parties are willing to and do again request the Court to appoint Charles W. Owings and Irvin Owings, or, in the alternative, Charles W. Owings and John B. Sparrow, or Irvin Owings and John B. Sparrow, and again say that all of the said nominees are substantial people and exceptionally well qualified; that the said Charles W. Owings was for several years District Traffic Manager for the C & P Telephone Company of Virginia from which he resigned in 1944 to accept a position with the Friden Calculating Machine Company for which he has been Manager for the past sixteen years; that John B. Sparrow is a Vice President of American Suppliers, Inc. and a Director of The American Tobacco Company in charge of buying tobacco; and that they are willing to serve as trustees without compensation.

21. That no sufficient reasons are alleged or set forth as to why the said Charles W. Owings should not be continued as a trustee of this estate or why the recommendations and suggestions of the majority in interest should not be recognized.

And having fully answered said Petition, they request that the matter be set down for hearing.

And as in duty bound, etc.

  
Solicitor for Petitioners

I hereby certify that on this 27<sup>th</sup> day of September, 1960, I mailed a copy of the foregoing Answer to Show Cause Orders to William J. McWilliams, Esquire, 212 Duke of Gloucester Street, Annapolis, Maryland.

  
Solicitor for Petitioners

✓

LIBER 152 PAGE 381

(27)

NO. 7505 EQUITY

IN THE MATTER OF THE  
ESTATE OF IRVIN OWINGS,  
deceased

ANSWER TO SHOW CAUSE ORDERS

Mr. Clerk:

Please file.

*M. L. Anderson*  
Solicitor for Petitioners

ANDERSON AND ANDERSON  
ATTORNEYS AT LAW  
20-U WEST STREET  
ANNAPOLIS, MARYLAND

*Id. 9/27/60*

115

IN THE MATTER OF  
THE ESTATE OF  
IRVIN OWINGS,  
Deceased

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IN THE  
CIRCUIT COURT  
FOR

LIBER 152 PAGE 382

ANNE ARUNDEL COUNTY

NO. 7505 EQUITY

P E T I T I O N

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Mercantile-Safe Deposit and Trust Company, by its attorney, Eugene M. Childs, respectfully shows:

1. On September 13, 1960, upon petition of Jeannette G. Owings, the life beneficiary of the Estate of Irvin Owings, this Court ordered the removal of Charles W. Owings, surviving trustee, and the substitution of the Petitioner to serve as sole trustee, unless cause to the contrary be shown by October 1, 1960, this date being the effective date of appointment.

2. On September 27, 1960, all of the remaindermen except Elizabeth Owings Little answered, and a hearing was had in this Court on October 22, 1960 wherein they presented testimony and argument opposing the removal and substitution.

3. The Court has made no further order affecting the issue.

4. Since the hearing the life beneficiary and all of the remaindermen, including Elizabeth Owings Little, have requested in writing that the Petitioner accept the appointment as sole trustee and to be responsible as such after December 31, 1960. These requests were made in identical letters a copy of which is attached hereto.

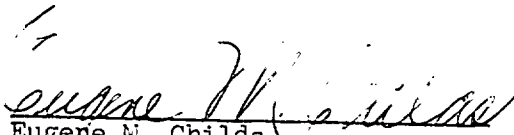
5. The Petitioner desires to serve as successor trustee

in accordance with these requests and desires further to nominate Safe & Co. as the registered owner of all stocks, bonds, and other corporate securities belonging to the Estate of Irvin Owings as provided by Article 16, section 198 of the Annotated Code of Maryland, 1957.

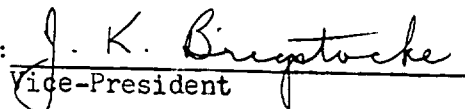
WHEREFORE, the Petitioner, Mercantile-Safe Deposit and Trust Company, respectfully petitions this Court to confirm its order of September 13, 1960, but changing the effective date of transition to January 1, 1961:

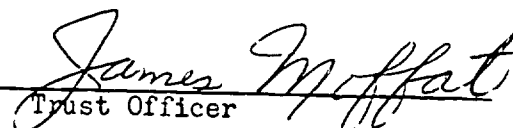
1. Removing Charles W. Owings as trustee.
2. Appointing Mercantile-Safe Deposit and Trust Company as sole successor trustee.
3. Authorizing the successor trustee to register any stocks, bonds, and other corporate securities in the name of Safe & Co., including those now registered in the names of the outgoing trustees.

As in duty bound, etc.

  
Eugene M. Childs  
Solicitor for the Petitioner,  
Mercantile-Safe Deposit and  
Trust Company

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

By:   
Vice-President

  
Trust Officer

March 15, 1961

Mercantile-Safe Deposit and Trust Company  
13 South Street  
Baltimore 2, Maryland

Re: Trust under Will of Irvin Owings

Gentlemen:

We understand that you are Successor Trustee under the Will of Irvin Owings by an Order of the Circuit Court for Anne Arundel County passed on or about September 13, 1960, subject to a show cause Order issued by the Court, and that you are to act without any Co-Trustee.

We desire that you accept this appointment and understand that you will do so, provided we agree that -

(1) All of the assets of the trust estate are shown in the Report for the year ended December 31, 1960, filed in the Circuit Court for Anne Arundel County by Elizabeth Owings Little, Executrix of Frank J. Little, except that the correct amount of Principal Cash is \$11,829.33, and that there are no other assets;

(2) The income in hand as of December 31, 1960, which included undeposited checks, amounts to \$19,979.56, and that this income is subject to any accrued or unpaid expenses properly chargeable to income;

(3) As Successor Trustee, you are under no obligation to make any examination of either principal or income transactions in the trust from its inception to December 31, 1960, make any inquiries in respect to same, or take any action with regard thereto;

(4) The indebtedness of E. Brooks Lee for \$5,202.67 marked "unsecured" should be written off as worthless and no attempt made to collect the same.

(5) You are to receive as compensation for your services as Trustee the statutory commissions allowed Trustees under Maryland law as it exists from time to time.

This is to advise you that we agree to all the foregoing and request that you proceed accordingly. However, this letter is not to effect whatever rights or claims the undersigned, as a beneficiary, may have against any former Trustee.

Very truly yours,

  
Elizabeth O. Little (SEAL)



March 9, 1961

Mercantile-Safe Deposit and Trust Company  
13 South Street  
Baltimore 2, Maryland

Re: Trust under Will of Irvin Owings

Gentlemen:

We understand that you are Successor Trustee under the Will of Irvin Owings by an Order of the Circuit Court for Anne Arundel County passed on or about September 13, 1960, subject to a show cause Order issued by the Court, and that you are to act without any Co-Trustee.

We desire that you accept this appointment and understand that you will do so, provided we agree that -

(1) All of the assets of the trust estate are shown in the Report for the year ended December 31, 1960, filed in the Circuit Court for Anne Arundel County by Elizabeth Owings Little, Executrix of Frank J. Little, except that the correct amount of Principal Cash is \$11,829.33, and that there are no other assets;

(2) The income in hand as of December 31, 1960, which included undeposited checks, amounts to \$19,979.56, and that this income is subject to any accrued or unpaid expenses properly chargeable to income;

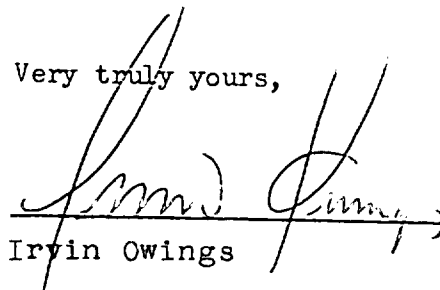
(3) As Successor Trustee, you are under no obligation to make any examination of either principal or income transactions in the trust from its inception to December 31, 1960, make any inquiries in respect to same, or take any action with regard thereto;

(4) The indebtedness of E. Brooks Lee for \$5,202.67 marked "unsecured" should be written off as worthless and no attempt made to collect the same.

(5) You are to receive as compensation for your services as Trustee the statutory commissions allowed Trustees under Maryland law as it exists from time to time.

This is to advise you that we agree to all the foregoing and request that you proceed accordingly. However, this letter is not to effect whatever rights or claims the undersigned, as a beneficiary, may have against any former Trustee.

Very truly yours,

  
Irvin Owings (SEAL)

March , 1961

Mercantile-Safe Deposit and Trust Company  
13 South Street  
Baltimore 2, Maryland

Re: Trust under Will of Irvin Owings

Gentlemen:

We understand that you are Successor Trustee under the Will of Irvin Owings by an Order of the Circuit Court for Anne Arundel County passed on or about September 13, 1960, subject to a show cause Order issued by the Court, and that you are to act without any Co-Trustee.

We desire that you accept this appointment and understand that you will do so, provided we agree that -

(1) All of the assets of the trust estate are shown in the Report for the year ended December 31, 1960, filed in the Circuit Court for Anne Arundel County by Elizabeth Owings Little, Executrix of Frank J. Little, except that the correct amount of Principal Cash is \$11,829.33, and that there are no other assets;

(2) The income in hand as of December 31, 1960, which included undeposited checks, amounts to \$19,979.56, and that this income is subject to any accrued or unpaid expenses properly chargeable to income;

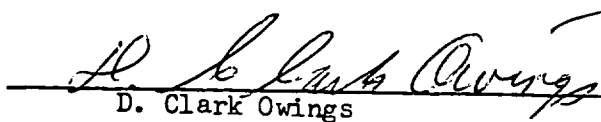
(3) As Successor Trustee, you are under no obligation to make any examination of either principal or income transactions in the trust from its inception to December 31, 1960, make any inquiries in respect to same, or take any action with regard thereto;

(4) The indebtedness of E. Brooks Lee for \$5,202.67 marked "unsecured" should be written off as worthless and no attempt made to collect the same.

(5) You are to receive as compensation for your services as Trustee the statutory commissions allowed Trustees under Maryland law as it exists from time to time.

This is to advise you that we agree to all the foregoing and request that you proceed accordingly. However, this letter is not to effect whatever rights or claims the undersigned, as a beneficiary, may have against any former Trustee.

Very truly yours,

 (SEAL)  
D. Clark Owings

Received in mail - 3/13/1961  
Jm offst - Merc. - Safe Dep.  
120

March 10, 1961

Mercantile-Safe Deposit and Trust Company  
13 South Street  
Baltimore 2, Maryland

Re: Trust under Will of Irvin Owings

Gentlemen:

We understand that you are Successor Trustee under the Will of Irvin Owings by an Order of the Circuit Court for Anne Arundel County passed on or about September 13, 1960, subject to a show cause Order issued by the Court, and that you are to act without any Co-Trustee.

We desire that you accept this appointment and understand that you will do so, provided we agree that -

- (1) All of the assets of the trust estate are shown in the Report for the year ended December 31, 1960, filed in the Circuit Court for Anne Arundel County by Elizabeth Owings Little, Executrix of Frank J. Little, except that the correct amount of Principal Cash is \$11,829.33, and that there are no other assets;
- (2) The income in hand as of December 31, 1960, which included undeposited checks, amounts to \$19,979.56, and that this income is subject to any accrued or unpaid expenses properly chargeable to income;
- (3) As Successor Trustee, you are under no obligation to make any examination of either principal or income transactions in the trust from its inception to December 31, 1960, make any inquiries in respect to same, or take any action with regard thereto;
- (4) The indebtedness of E. Brooks Lee for \$5,202.67 marked "unsecured" should be written off as worthless and no attempt made to collect the same.
- (5) You are to receive as compensation for your services as Trustee the statutory commissions allowed Trustees under Maryland law as it exists from time to time.

This is to advise you that we agree to all the foregoing and request that you proceed accordingly. However, this letter is not to effect whatever rights or claims the undersigned, as a beneficiary, may have against any former Trustee.

Very truly yours,

Eleanore O. Sparrow (SEAL)  
Eleanore O. Sparrow

March , 1961

Mercantile-Safe Deposit and Trust Company  
13 South Street  
Baltimore 2, Maryland

Re: Trust under Will of Irvin Owings

Gentlemen:

We understand that you are Successor Trustee under the Will of Irvin Owings by an Order of the Circuit Court for Anne Arundel County passed on or about September 13, 1960, subject to a show cause Order issued by the Court, and that you are to act without any Co-Trustee.

We desire that you accept this appointment and understand that you will do so, provided we agree that -

(1) All of the assets of the trust estate are shown in the Report for the year ended December 31, 1960, filed in the Circuit Court for Anne Arundel County by Elizabeth Owings Little, Executrix of Frank J. Little, except that the correct amount of Principal Cash is \$11,829.33, and that there are no other assets;

(2) The income in hand as of December 31, 1960, which included undeposited checks, amounts to \$19,979.56, and that this income is subject to any accrued or unpaid expenses properly chargeable to income;

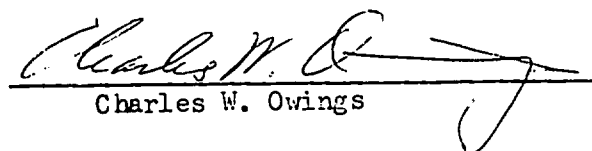
(3) As Successor Trustee, you are under no obligation to make any examination of either principal or income transactions in the trust from its inception to December 31, 1960, make any inquiries in respect to same, or take any action with regard thereto;

(4) The indebtedness of E. Brooks Lee for \$5,202.67 marked "unsecured" should be written off as worthless and no attempt made to collect the same.

(5) You are to receive as compensation for your services as Trustee the statutory commissions allowed Trustees under Maryland law as it exists from time to time.

This is to advise you that we agree to all the foregoing and request that you proceed accordingly. However, this letter is not to effect whatever rights or claims the undersigned, as a beneficiary, may have against any former Trustee.

Very truly yours,

 (SEAL)  
Charles W. Owings

Received in mail - 3/15/61  
122 Jm offat - Merc. - Safe Dep.

March 16, 1961

Mercantile-Safe Deposit and Trust Company  
13 South Street  
Baltimore 2, Maryland

Re: Trust under Will of Irvin Owings

Gentlemen:

We understand that you are Successor Trustee under the Will of Irvin Owings by an Order of the Circuit Court for Anne Arundel County passed on or about September 13, 1960, subject to a show cause Order issued by the Court, and that you are to act without any Co-Trustee.

We desire that you accept this appointment and understand that you will do so, provided we agree that -

(1) All of the assets of the trust estate are shown in the Report for the year ended December 31, 1960, filed in the Circuit Court for Anne Arundel County by Elizabeth Owings Little, Executrix of Frank J. Little, except that the correct amount of Principal Cash is \$11,829.33, and that there are no other assets;

(2) The income in hand as of December 31, 1960, which included undeposited checks, amounts to \$19,979.56, and that this income is subject to any accrued or unpaid expenses properly chargeable to income;

(3) As Successor Trustee, you are under no obligation to make any examination of either principal or income transactions in the trust from its inception to December 31, 1960, make any inquiries in respect to same, or take any action with regard thereto;

(4) The indebtedness of E. Brooks Lee for \$5,202.67 marked "unsecured" should be written off as worthless and no attempt made to collect the same.

(5) You are to receive as compensation for your services as Trustee the statutory commissions allowed Trustees under Maryland law as it exists from time to time.

This is to advise you that we agree to all the foregoing and request that you proceed accordingly. However, this letter is not to effect whatever rights or claims the undersigned, as a beneficiary, may have against any former Trustee.

Very truly yours,

  
Jeannette G. Owings (SEAL)

IN THE MATTER OF THE  
TRUST ESTATE OF IRVIN  
OWINGS, DECEASED

\*  
\*  
\*  
\*  
\*  
\*  
\*

LIBER 152 PAGE 390  
IN THE  
CIRCUIT COURT  
FOR  
ANNE ARUNDEL COUNTY  
NO. #7505 EQUITY

\* \* \* \* \*

O R D E R

Upon the petition of Jeannette G. Owings filed September 13, 1960, requesting the removal of Charles W. Owings as surviving trustee of the Estate of Irvin Owings and requesting the appointment of Mercantile-Safe Deposit and Trust Company as sole trustee to serve in the place and stead of Charles W. Owings and Frank J. Little, deceased trustee, a hearing thereon having been held on October 22, 1960, at which this Court took testimony and heard argument by counsel, the Court being satisfied that good cause for the removal and substitution exists and that good cause to the contrary was not shown; and

Upon the foregoing petition of Mercantile-Safe Deposit and Trust Company, it appearing that no hearing thereon is necessary;

It is, by the Circuit Court for Anne Arundel County, ORDERED that Charles W. Owings be, and hereby is, removed as trustee under the Will of Irvin Owings and that Mercantile-Safe Deposit and Trust Company be, and hereby is, appointed as sole trustee under the Will of Irvin Owings in the place and stead of the said Charles W. Owings and Frank J. Little, deceased trustee; and

ORDERED FURTHER, that Mercantile-Safe Deposit and Trust Company, as Trustee, be, and hereby is, authorized to register in the name of its nominee, "Safe & Co.", any stock, bonds, or other

corporate securities now or hereafter held or acquired by Mercantile-Safe Deposit and Trust Company as trustee under the Will of Irvin Owings; and that Mercantile-Safe Deposit and Trust Company, Trustee, be, and hereby is, authorized to execute any assignments necessary to effect the transfer of any stock, bonds, or other corporate securities from the name or names of Frank J. Little and Charles W. Owings, as former trustees under the Will of Irvin Owings, to its nominee, "Safe & Co."; and

ORDERED FURTHER, that the removal of Charles W. Owings and the substitution of Mercantile-Safe Deposit and Trust Company shall take effect, nunc pro tunc, January 1, 1961, and Mercantile-Safe Deposit and Trust Company shall account from and after that date.

March 27 1961

B. J. McLean  
JUDGE

PETITION  
AND  
ORDER

IN THE MATTER OF THE  
TRUST ESTATE OF IRVIN  
OWINGS, DECEASED

IN THE CIRCUIT COURT FOR  
ANNE ARUNDEL COUNTY,  
NO. 7505 EQUITY

*Return to suit to be made*

*Petition: 1961 Mar. 27  
Order: March 27, 1961.*

X

CHILDS and BALD  
ATTORNEYS AT LAW  
192 DUKE OF GLOUCESTER STREET  
ANNAPOLIS, MD.



IN THE MATTER OF THE : IN THE CIRCUIT COURT  
 TRUST ESTATE OF : FOR  
 IRVIN OWINGS, DECEASED : ANNE ARUNDEL COUNTY  
 : : : : NO. 7505 EQUITY  
 : : : : :

PETITION TO EXECUTE DEED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Mercantile-Safe Deposit and Trust Company, Substitute Trustee, in the captioned Estate, respectfully represents unto your Honors:

1. That heretofore, to wit, on the 17th day of December, 1959, the previous Trustees reported that Emmett Milstead and wife had completed payments under a contract of sale for the purchase of Lot 10, Section 10, Subdivision 1, Fair Haven, Eighth Election District, Anne Arundel County, Maryland. On the same date the Court authorized the transfer.

2. In reviewing the file presented your petitioner by the former Trustees, it becomes evident that the conveyance was never actually made.

3. Since Emmett Milstead and wife are entitled to a deed, your Petitioner requests your Honors that it be authorized to make the conveyance in the place and stead of the former Trustees.

Respectfully submitted,

MERCANTILE-SAFE DEPOSIT AND  
 TRUST COMPANY

BY: James Mcffat  
 James Mcffat Trust Officer

BY: N. S. Winter  
 N. S. Winter Vice President

CHILDS AND BALD

BY: Eugene M. Childs  
 Eugene M. Childs, Attorneys for  
 Mercantile-Safe Deposit and Trust Company  
 192 Duke of Gloucester Street, Annapolis, Md.  
 Colonial 7-8191

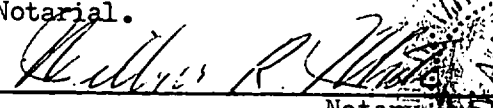
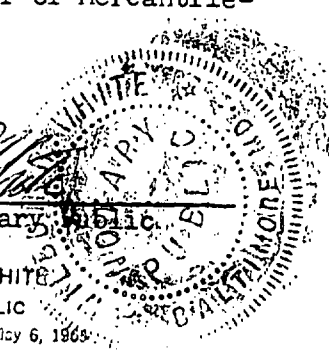
FILED

1961 JUN 19 AM 11:49

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I hereby certify that on this 16<sup>th</sup> day of June, 1961, before me the subscriber, a Notary of the State of Maryland, City of Baltimore, personally appeared JAMES MOFFAT, Trust Officer of Mercantile-Safe Deposit and Trust Company, being duly sworn did depose and say that the matters and things contained in the foregoing Petition are true, and that he is duly authorized to make this affidavit on behalf of Mercantile-Safe Deposit and Trust Company as Trust Officer.

Witness my hand and seal Notarial.

  
\_\_\_\_\_  
Notary Public  
WILBUR R. WHITE  
NOTARY PUBLIC  
My Commission Expires May 6, 1968  


IN THE MATTER OF THE	:	IN THE
TRUST ESTATE OF	:	CIRCUIT COURT
IRVIN OWINGS, DECEASED	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	NO. 7505 EQUITY
:	:	:
:	:	:
:	:	:
:	:	:
:	:	:

O R D E R

ORDERED on the foregoing Petition by the Circuit Court  
for Anne Arundel County, in Equity, <sup>this 19<sup>th</sup> day of June, 1961,</sup> that the Mercantile-Safe Deposit  
and Trust Company <sup>Substitute Trustee</sup> be, and it is hereby authorized to execute and  
acknowledge a deed conveying Lot 10, Block 10, Subdivision 1 of Fair  
Haven, to Emmett D. Milstead and Elsie L. Milstead, his wife provided  
no cause to the contrary be shown on or before the 24<sup>th</sup> day of July,  
next and further provided that an Order Nisi with respect to said  
sale is published once a week for three successive weeks in some news-  
paper in Anne Arundel County.

Benjamin Michaelson  
JUDGE

ORDER NISI

LIBER 152 PAGE 396

IN THE MATTER OF THE TRUST ESTATE OF  
IRVIN OWINGS, Deceased

versus

IN THE  
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 7505

Equity

Ordered, this 19th day of June, 19 61, That the sale of the  
Property in these proceedings mentioned, pursuant to Order of Court dated  
December 17, 1959, Charles W. Owings and Frank J. Little, Trustee  
made and reported by

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th  
day of July next; Provided, a copy of this Order be inserted in some newspaper  
published in Anne Arundel County, once in each of three successive weeks before the 24th  
day of July next.

The report states that the amount of sale was \$ 700.00

True Copy,

*George T. Cromwell*  
Clerk.

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE TRUST ESTATE OF  
IRVIN OWINGS, Deceased

versus

IN THE  
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of July, 19 61,  
that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and  
Confirmed no cause to the contrary having been shown, although due notice appears to have been given as re-  
quired by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such  
proper expenses as he shall produce vouchers for the Auditor.

FILED

1961 JUL 25 PM 12:22

*Benjamin Michaelson*  
JUDGE.

*L. Docket*

LIBER 152 PAGE 397

OFFICE OF

## Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

### Order Nisi

IN THE CIRCUIT COURT FOR  
ANNE ARUNDEL COUNTY  
No. 7505 Equity

IN THE MATTER OF THE  
TRUST ESTATE OF  
IRVIN OWINGS, Deceased

Ordered, this 19th day of June,  
1961, That the sale of the Prop-  
erty in these proceedings men-  
tioned, pursuant to Order of  
Court dated December 17, 1959,  
made and reported by Charles W.  
Owings and Frank J. Little, Trus-  
tees BE RATIFIED AND CON-  
FIRMED, unless cause to the  
contrary thereof be shown on or  
before the 24th day of July next;  
Provided a copy of this Order be  
inserted in some newspaper pub-  
lished in Anne Arundel County,  
once in each of three successive  
weeks before the 24th day of July  
next.

The report states that the  
amount of sale was \$700.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk  
Jy-13

### CERTIFICATE OF PUBLICATION

Annapolis, Md., *July 17*, 19*61*

We hereby certify, that the annexed

*Order Nisi Sale*  
*Eq. 7525*  
*Irvin Owings,*  
*Deceased*

was published in

### Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for *4*

successive weeks before the *24th*

day of *July*, 19*61*. The first

insertion being made the *22nd* day of

*June*, 19*61*.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. C. *21925*

1961 JUL 18 PM 12:44

By *N. Tilghman*

151

LIBER 152 PAGE 398  
PETITION

IN THE MATTER OF THE  
TRUST ESTATE OF  
IRVIN OWINGS,  
DECEASED

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL  
COUNTY  
NO. 7505 EQUITY

Petition to Execute deed  
Lot 10, Section 10, sub-  
division 1, Fair Haven

*Petition: June 19, 1961*  
*Order: June 19, 1961*  
*Final Order: July 25, 1961*

CHILDS and BALD  
ATTORNEYS AT LAW  
192 DUKE OF GLOUCESTER STREET  
ANNAPOLIS, MD.

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
TRUST ESTATE OF	*	FOR ANNE ARUNDEL COUNTY
IRVIN OWINGS, DECEASED	*	NO. 7505 EQUITY

\* \* \* \* \*

PETITION TO RATIFY CONTRACT OF SALE FOR REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Mercantile-Safe Deposit and Trust Company,  
substitute trustee in the captioned estate, respectfully represents  
unto your Honors:

First: That among the real estate holdings of the captioned estate is Lot 13, Block 10, Section 1 of Fair Haven Subdivision, which property is unimproved and is assessed on the County records for Forty Six Dollars and sixty-six cents (\$46.66).

Second: That on the 31st day of August, 1961, your petitioner entered into a contract of sale for the aforementioned lot as will more fully appear by reference to the contract between the parties hereto, a copy of which accompanies this petition and is marked "Petitioner's Exhibit 1".

Third: As will be noted, the agreed purchase price was Eight Hundred Fifty Dollars (\$850.00) in cash for the lot subject to final ratification by the Circuit Court for Anne Arundel County.

Fourth: Your petitioner believes that the price contained in the contract is fair and reasonable and that the sale will be to the advantage of the estate.

TO THE END, THEREFORE:

May it please your Honors to pass an Order in these presents authorizing your Petitioner to consummate the sale and to execute a proper deed conveying the property to the purchasers.

Respectfully submitted,

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

By: W. S. Winter  
Vice-President

James Moffat  
Trust Officer

CHILDS AND BALD

By: Eugene M. Childs  
Eugene M. Childs  
192 Duke of Gloucester St.  
Annapolis, Maryland  
Colonial 7-8191  
Attorneys for Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

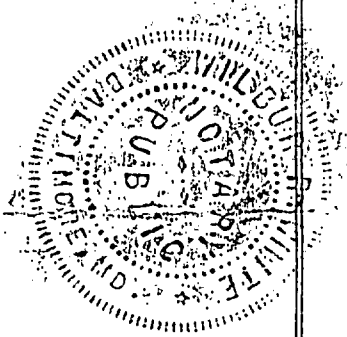
I hereby certify that on this 20<sup>th</sup> day of September, 1961,  
before me, the subscriber, a Notary Public in and for the State of Maryland,  
City of Baltimore aforesaid, personally appeared N.S. Winter  
of Mercantile-Safe Deposit and Trust Company, and made oath in due form of  
law that the matters contained in the aforementioned petition are true as  
therein set forth and that the sale therein mentioned was fairly made.

Witness my hand and seal Notarial.

Wilbur R. White

Notary Public

WILBUR R. WHITE  
NOTARY PUBLIC  
My Commission Expires May 6, 1963





IN THE MATTER OF THE : IN THE CIRCUIT COURT  
TRUST ESTATE OF : FOR ANNE ARUNDEL COUNTY  
IRVIN OWINGS, DECEASED : NO. 7505 EQUITY

AFFIDAVIT

COUNTY OF ANNE ARUNDEL  
STATE OF MARYLAND, ~~CITY OF BALTIMORE~~, TO WIT:

I hereby certify that on this 19th day of September, 1961,  
before me the subscriber, a Notary Public in the State of Maryland, in  
the County of Anne Arundel  
and for ~~SARAH OWINGS~~ aforesaid, personally appeared W. Curtis Hopkins  
in Prince George's County  
residing/and doing business in Anne Arundel County, and made oath that  
he was acquainted with the property mentioned in the foregoing report  
and also with a value of property in its immediate vicinity, and that  
he believes that the price for which the same was sold is a fair and  
adequate one.

*W. Curtis Hopkins*  
As witness my hand and seal Notarial.

*James H. [Signature]*  
Notary Public

IN THE MATTER OF THE : IN THE CIRCUIT COURT  
TRUST ESTATE OF : FOR ANNE ARUNDEL COUNTY  
IRVIN OWINGS, DECEASED : NO. 7505 EQUITY


AFFIDAVIT

COUNTY OF ANNE ARUNDEL  
STATE OF MARYLAND, ~~XXXXXX XXXX~~ TO WIT:

I hereby certify that on this 19th day of September, 1961,  
before me the subscriber, a Notary Public in the State of Maryland, in  
the County of Anne Arundel  
and for ~~XXXXXX XXXX~~ aforesaid, personally appeared W. Landon Turner  
in Prince George's County  
residing/and doing business in Anne Arundel County, and made oath that  
he was acquainted with the property mentioned in the foregoing report  
and also with a value of property in its immediate vicinity, and that  
he believes that the price for which the same was sold is a fair and  
adequate one.

As witness my hand and seal Notarial.

*W. Landon Turner*  
*James M. [unclear]*  
Notary Public

A circular notary seal for James M. [unclear], Notary Public, State of Maryland. The seal contains the text "JAMES M. [unclear]", "NOTARY PUBLIC", and "STATE OF MARYLAND".

Baltimore, Md. August 31, 1961

IT IS AGREED between the undersigned that **Mercantile-Safe Deposit and Trust Company, Trustee under the Last Will and Testament of Irvin Owings, deceased,**

hereinafter called Vendor, has sold to **Wilfred M. Dyer, Jr.,** and **Helen W. Dyer,** his wife

hereinafter called Vendee, and the latter has purchased from the former at and for the sum of **Eight Hundred and fifty and 00/100 (\$850.00)**

**unimproved**

all that lot of ground situate and lying in Anne Arundel County, Maryland being Lot No. 13, Block 10, Section 1 "Fair Haven Subdivision" as recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 2, folio 1.

For title reference see the following:

1. Deed dated July 20, 1928 from Safe Deposit and Trust Company, Substituted Trustee to Irvin Owings and recorded among the Land Records of Anne Arundel County in Liber F.S. R. No. 38, folio 56.
2. Last Will and Testament of Irvin Owings dated May 8, 1925 and recorded in the Office of the Register of Wills for Anne Arundel County in Liber W.M.R. No. 1, folio 241.
3. Order of Circuit Court of Anne Arundel County, dated March 27, 1961.

This sale is made subject to final ratification by the Circuit Court of Anne Arundel County.

The above mentioned purchase price shall be payable as follows:  
**\$250.00 at the signing hereof, the receipt of which is hereby acknowledged; the balance of \$600.00 to be paid in cash within Fifteen (15) days after final ratification by the Circuit Court of Anne Arundel County.**

**Taxes,**  
~~which, if any,~~ and all expenses to be adjusted and apportioned to **the date of settlement.**

The cost of all documentary stamps required by law to be affixed to the deed to the Vendee shall be divided equally between the Vendor and the Vendee.

Title to be good and merchantable, otherwise sale shall be void and the payment made at the signing hereof returned to the Vendee. If the Vendee's examination of the title discloses that the same is not good and merchantable, the Vendor shall not be liable for any expenses or damages.

The Vendee covenants and agrees with the Vendor to pay the balance of purchase money as above set forth, and on failure to do so the said Vendor shall have the right to enforce the same by any lawful measure and retain the cash payment on account of the purchase money made at the signing hereof as above mentioned, or at the option of the Vendor, after five days' written notice from the Vendor to the Vendee (which notice shall be sufficient if mailed to the Vendee's post office address last known to the Vendor,) Vendor shall have the right to treat this contract as null and void and retain the said cash payment as liquidated damages for the Vendee's breach of this contract; the time hereinbefore mentioned for the payment of the balance of said purchase money being of the essence of this contract.

If more than one party, either Vendor or Vendee, joins in the execution of this contract, the relative words herein shall be read as if written in the plural, and the words "Vendor" and "Vendee" shall be construed to include every and each of their heirs, personal representatives, successors and assigns.

WITNESS our hands and seals: (Executed in duplicate)

ATTEST:

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY  
**TRUSTEE AS AFORESAID**

James Moffat  
 Trust Officer

By C. H. Peterman  
 Vice President

By R. P. Hutchins  
 Real Estate Officer

WITNESS:

Alice B. Mayer

Wilfred M. Dyer, Jr. (SEAL)

Alice B. Mayer

Helen W. Dyer (SEAL)

Helen W. Dyer (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

IN THE MATTER OF THE : IN THE CIRCUIT COURT FOR  
TRUST ESTATE OF : ANNE ARUNDEL COUNTY  
IRVIN OWINGS, DECEASED : NO. 7505 EQUITY  
: : : :

ORDER

ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 26<sup>th</sup> day of September, 1961, that the sale of the property mentioned in these proceedings made and reported by Mercantile-Safe Deposit and Trust Company, substitute trustee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 10<sup>th</sup> day of November next, provided a copy of this Order be inserted in some newspaper in Anne Arundel County once a week for three successive weeks before the 26<sup>th</sup> day of October next.

Benjamin Richardson  
JUDGE

FILED  
1961 SEP 26 AM 11:48

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 7505 Equity

IN THE MATTER OF THE  
TRUST ESTATE OF  
IRVIN OWINGS, DECEASED

### Order

ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 26th day of September, 1961, that the sale of the property mentioned in these proceedings made and reported by Mercantile-Safe Deposit and Trust Company, substitute trustee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 10th day of November next, provided a copy of this Order be inserted in some newspaper in Anne Arundel County once a week for three successive weeks before the 26th day of October next.

BENJAMIN MICHAELSON  
Judge

True Copy, TEST:  
GEORGE T. CROMWELL, Clerk  
O-19

## CERTIFICATE OF PUBLICATION

Annapolis, Md., October 23, 1961

We hereby certify, that the annexed

Order - No. 7505 Equity

Irvin Owings

was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 26th

day of October, 1961. The first

insertion being made the 28th day of

September, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

1961 OCT 24 By 2. Michaelson

No. M. G. 7505

IN THE MATTER OF THE	*	IN THE
TRUST ESTATE OF IRVIN	*	CIRCUIT COURT
OWINGS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 7505 EQUITY

\* \* \* \* \*

ORDER OF RATIFICATION

Re: Lot 13, Block 10,  
Section 1, Fairhaven

ORDERED BY THE COURT, This *17<sup>th</sup>* day of  
January, 1962, that the sale made and reported by the Substi-  
tute Trustee aforesaid, be, and the same is hereby, finally  
Ratified and Confirmed no cause to the contrary having been  
shown, although due notice appears to have been given as re-  
quired by the Order Nisi, passed in said cause; and the Sub-  
stitute Trustee allowed the usual commissions and such proper  
expenses as it shall produce vouchers for the Auditor.

*Bernard Michaelson*  
\_\_\_\_\_  
JUDGE

IN THE MATTER OF THE TRUST  
ESTATE OF IRVIN OWINGS,  
DECEASED

IN THE CIRCUIT COURT FOR  
ANNE ARUNDEL COUNTY  
NO. 7505 EQUITY

PETITION TO RATIFY CONTRACT OF  
SALE FOR REAL ESTATE

*LOT 13 BLOCK 10 SECT 1*

*FERRIS HAVEN*

*Order: Sept. 26, 1961*  
*Order of Publication: Oct. 24, 1961*  
*Order of Ratification: Jan. 17, 1962*  
*x*

CHILDS and BALD  
ATTORNEYS AT LAW  
192 DUKE OF GLOUCESTER STREET  
ANNAPOLIS, MD.



IN THE MATTER OF THE : IN THE CIRCUIT COURT FOR  
TRUST ESTATE OF : ANNE ARUNDEL COUNTY  
IRVIN OWINGS, DECEASED : NO. 7505 EQUITY

: : : : :

PETITION TO RATIFY CONTRACT OF SALE FOR REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Mercantile-Safe Deposit and Trust Company, substitute trustee in the captioned estate, respectfully represents unto your Honors:

First: That among the real estate holdings of the captioned estate are Lots 12, 13 and 15, Block 15, Section 1 of Fair Haven Subdivision, which property is unimproved and is assessed on the County records for \$32.13.

Second: That on the 27th day of September, 1961, your petitioner entered into a contract of sale for the aforementioned lots as will more fully appear by reference to the contract between the parties hereto, a copy of which accompanies this petition and is marked "Petitioner's Exhibit I".

Third: As will be noted, the agreed purchase price was Three Thousand One Hundred Fifty and 00/100 (\$3,150.00) Dollars in cash for the lots subject to final ratification by the Circuit Court for Anne Arundel County.

Fourth: Your petitioner believes that the price contained in the contract is fair and reasonable and that the sale will be to the advantage of the estate.

TO THE END, THEREFORE:

May it please your Honors to pass an Order in these presents authorizing your Petitioner to consummate the sale and to execute a proper deed conveying the property to the purchasers.

Respectfully submitted.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

By: M. S. Winter  
Vice President

FILED By: James Moffat  
Trust Officer

1961 NOV -9 PM 3:17

By: Eugene M. Childs  
 Eugene M. Childs  
 192 Duke of Gloucester St.  
 Annapolis, Maryland  
 Colonial 7-8191  
 Attorneys for Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I hereby certify that on this 18<sup>th</sup> day of October, 1961, before me, the subscriber, a Notary Public in and for the State of Maryland, ~~City~~ <sup>County</sup> of Baltimore ~~aforesaid~~, personally appeared H. S. Winter Vice-President of Mercantile-Safe Deposit and Trust Company, and made oath in due form of law that the matters contained in the aforementioned petition are true as therein set forth and that the sale therein mentioned was fairly made.

Witness my hand and seal Notarial.

S. Howard Cler, Jr.  
 S. HOWARD CLER, JR. Notary Public  
 NOTARY PUBLIC  
 My Commission Expires May 6, 1963

IT IS AGREED between the undersigned that Mercantile-Safe Deposit and Trust Company, Trustees under the Last Will and Testament of Irvin Owings, deceased,

hereinafter called Vendor, has sold to Brice Bowie and Janet A. Bowie, his wife,

hereinafter called Vendee, and the latter has purchased from the former, at and for the sum of Three Thousand One Hundred Fifty and 00/100 (\$3,150.00) Dollars

those unimproved all ~~that~~ lots of ground situate and lying in Anne Arundel County, Maryland being Lots 12, 13 and 15, Block 15, Section 1 "Fairhaven Subdivision" as recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 2, folio 1.

For title reference see the following:

1. Deed dated July 20, 1928 from Safe Deposit and Trust Company, Substituted Trustee to Irvin Owings and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 33, folio 56.
2. Last Will and Testament of Irvin Owings dated May 28, 1925 and recorded in the Office of the Register of Wills for Anne Arundel County in Liber W.M.H. No. 1, folio 241.
3. Order of Circuit Court of Anne Arundel County, dated March 27, 1961, in the case - in the matter of the Trust Estate of Irvin Owings, deceased - No. 7505 Equity

This sale is made subject to final ratification by the Circuit Court of Anne Arundel County.

152 PAGE 412

**Taxes,**

## The cost

**Title t**

## The Ven

**If more**

WITNESS

By G. E. Kellenberger  
Vice President

**By**

Brice Bowie (SEAL)

Brice Bowie (SEAL)  
Janet A. Bowie (SEAL)

Janet A. Bowie (SEAL)  
~~Janet A. Bowie~~

(SEAL)

(SEAL)

IN THE MATTER OF THE : IN THE CIRCUIT COURT  
TRUST ESTATE OF : FOR ANNE ARUNDEL COUNTY  
IRVIN OWINGS, DECEASED : NO. 7505 EQUITY  
: : : :

AFFIDAVIT

STATE OF MARYLAND,

TO WIT:

I hereby certify that on this 18th day of October, 1961, before me the subscriber, a Notary Public in the State of Maryland, in and for Anne Arundel Co. aforesaid, personally appeared W. Curtis Hopkins in Prince George's County and Prince George's County residing and doing business in Anne Arundel County, and made oath that he was acquainted with the property mentioned in the foregoing report and also with a value of property in its immediate vicinity, and that he believes that the price for which the same was sold is a fair and adequate one.

As witness my hand and seal Notarial.

W. Curtis Hopkins

*Doreen Mayson*  
My Commission expires 5/6/63  
Notary Public

FILED

1961 NOV -9 PM 3:18

IN THE MATTER OF THE : IN THE CIRCUIT COURT FOR  
TRUST ESTATE OF : ANNE ARUNDEL COUNTY  
IRVIN OWINGS, DECEASED : NO. 7505 EQUITY  
: : : : :

AFFIDAVIT

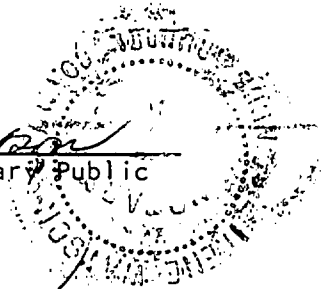
STATE OF MARYLAND, TO WIT:

I hereby certify that on this 18th day of October,  
1961, before me the subscriber, a Notary Public in the State of  
Maryland, in and for Anne Arundel County aforesaid, personally appeared  
W. Landon Turner in Prince George's County  
residing/and doing business in Anne  
and Prince George's County  
Arundel County,/and made oath that he was acquainted with the property  
mentioned in the foregoing report and also with a value of property  
in its immediate vicinity, and that he believes that the price for  
which the same was sold is a fair and adequate one.

As witness my hand and seal Notarial.

*Dorene Mayson*  
my commission exp. 5/6/63 Notary Public

*W. Landon Turner*



FILED

1961 NOV -9 PM 3:18

IN THE MATTER OF THE : IN THE CIRCUIT COURT FOR  
 TRUST ESTATE OF : ANNE ARUNDEL COUNTY  
 IRVIN OWINGS, DECEASED : NO. 7505 EQUITY  
 : : : : :

ORDER

ORDERED by the Circuit Court for Anne Arundel County, in  
 Equity, this 13<sup>th</sup> day of November, 1961, that the sale of the  
 property mentioned in these proceedings made and reported by Mercantile-  
 Safe Deposit and Trust Company, substitute trustee, be ratified and con-  
 firmed unless cause to the contrary thereof be shown on or before the  
22<sup>d</sup> day of December next, provided a copy of this Order  
 be inserted in some newspaper in Anne Arundel County once a week for  
 three successive weeks before the 18<sup>th</sup> day of December next.

Benjamin H. H. H. H.  
 JUDGE

Copy of Order of Court received this  
14<sup>th</sup> day of Nov., 1961, for  
Mr. Gazette

PER: Albert Brown

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., December 12, 1961

We hereby certify, that the annexed -----

Order

No. 7505 Equity

Irvin Owings

(Deceased)

was published in

# Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4 -----

successive weeks before the 18th -----

day of December -----, 1961. The first

insertion being made the 16th ----- day of

November -----, 1961.

FILED THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 24198

1961

DEC 14 PM 1:01

Hazel Tilghman

### IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 7505 Equity

In the matter of the Trust Estate  
of IRVIN OWINGS, Deceased

### Order

ORDERED by the Circuit Court  
for Anne Arundel County, in  
Equity, this 13th day of Novem-  
ber, 1961, that the sale of the  
property mentioned in these pro-  
ceedings made and reported by  
Mercantile-Safe Deposit and Trust  
Company, substitute trustee, be  
ratified and confirmed unless  
cause to the contrary thereof be  
shown on or before the 22d day of  
December next, provided a copy  
of this Order be inserted in some  
newspaper in Anne Arundel Coun-  
ty once a week for three succe-  
ssive weeks before the 18th day of  
December next.

BENJAMIN MICHAELSON  
Judge

True Copy, TEST:  
GEORGE T. CROMWELL, Clerk  
D-7



IN THE MATTER OF THE	*	IN THE
TRUST ESTATE OF IRVIN	*	CIRCUIT COURT
OWINGS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 7505 EQUITY

\* \* \* \* \*

ORDER OF RATIFICATION

Re: Lots 12, 13, and  
15, Block 15 Fairhaven

ORDERED BY THE COURT, This 17<sup>th</sup> day of January  
1962 that the sale made and reported by the Substitute Trustee  
aforesaid, be, and the same is hereby, finally Ratified and  
Confirmed, no cause to the contrary having been shown, although  
due notice appears to have been given as required by the Order  
Nisi, passed in said cause; and the Substitute Trustee allowed  
the usual commissions and such proper expenses as it shall pro-  
duce vouchers for the Auditor.

Benjamin M. Nicholson  
JUDGE

PETITION TO RATIFY CONTRACT  
OF SALE FOR REAL ESTATE

IN THE MATTER OF THE  
TRUST ESTATE OF IRVIN  
OWINGS, DECEASED

Order: Nov. 13, 1961

LOTS 12, 13 & 15 B & 15  
PARKVIEW

Wells of Baltimore, Dec. 14, 1961  
Order of Refutation, 1/17/62

CHILDS and BALD  
ATTORNEYS AT LAW  
192 DUKE OF GLOUCESTER STREET  
ANNAPOLIS, MD.

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
TRUST ESTATE OF IRVIN	*	FOR
OWINGS, DECEASED	*	ANNE ARUNDEL COUNTY
	*	NO. 7505 EQUITY

\* \* \* \* \*

PETITION TO RATIFY CONTRACT OF SALE FOR REAL ESTATE  
TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Mercantile-Safe Deposit and Trust Company, substitute trustee in the captioned estate, respectfully represents unto your Honors:

First: That among the real estate holdings of the captioned estate are Lots 14 and 15, Block 10, Section 1, of Fairhaven Subdivision, which property is unimproved.

Second: That on the 29th day of August, 1963, your petitioner entered into a contract of sale for the aforementioned lots with Wilfred M. Dyer, Jr. and wife as will more fully appear by reference to the contract between the parties hereto, a copy of which accompanies this petition and is marked "Petitioner's Exhibit 1".

Third: As will be noted, the agreed purchase price was One Thousand Five Hundred Dollars (\$1,500.00) in cash for the lots subject to final ratification by the Circuit Court for Anne Arundel County.

Fourth: Your petitioner believes that the price contained in the contract is fair and reasonable and that the sale will be to the advantage of the estate.

TO THE END, THEREFORE:

May it please your Honors to pass an Order in these presents authorizing your Petitioner to consummate the sale and to execute a proper deed conveying the property to the purchasers.

ATTEST:

Respectfully submitted,

MERCANTILE-SAFE DEPOSIT AND TRUST  
COMPANY

James Moffat  
Trust Officer

BY: W.S. White  
Vice President

CHILDS AND BALD

BY: Eugene M. Childs

Eugene M. Childs  
192 Duke of Gloucester Street  
Annapolis, Maryland  
Colonial 7-8191  
Attorneys for Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 11<sup>th</sup> day of September, 1963, before me, the subscriber, a Notary Public in and for the State of Maryland, City of Baltimore aforesaid, personally appeared W.S. White Vice President of Mercantile-Safe Deposit and Trust Company, and made oath in due form of law that the matters contained in the aforementioned petition are true as therein set forth and that the sale therein mentioned was fairly made.

Witness my hand and seal Notarial.

Wilbur R. White  
Notary Public

WILBUR R. WHITE  
NOTARY PUBLIC  
My Commission Expires May 3, 1965

IT IS AGREED between the undersigned that Mercantile-Safe Deposit and Trust Company, Trustee under the Last Will and Testament of Irvin Ovinge, deceased,

hereinafter called Vendor, has sold to Wilfred M. Dyer, Jr. and Helen W. Dyer, his wife hereinafter called Vendee, and the latter has purchased from the former, at and for the sum of One thousand five hundred and 00/100 (\$1,500.00)

all ~~the~~ <sup>the improved</sup> lot of ground situate and lying in Anne Arundel County, Maryland being lots 14 and 15 Block 10, Section 1 "Vair Haven Subdivisions" as recorded among the Land Records of Anne Arundel County in Plat Book F.S.D. No. 2, Folio 1.

For title reference see the following:

1. Deed dated July 20, 1928 from Safe Deposit and Trust Company, Substituted Trustee to Irvin Ovinge and recorded among the Land Records of Anne Arundel County in Liber F.S.D. No. 19, Folio 56.
2. Last Will and Testament of Irvin Ovinge dated May 8, 1928 and recorded in the Office of the Register of Wills for Anne Arundel County in Liber U.M.N. No. 1, Folio 241.
3. Order of Circuit Court of Anne Arundel County, dated May 17, 1941.

This sale is made subject to final ratification by the Circuit Court of Anne Arundel County.

FILED

1963 SEP 13 AM 11:35

Exhibit I

The above mentioned purchase price shall be payable as follows: \$400.00 at the signing hereof, the receipt of which is hereby acknowledged; the balance of \$1,100.00 to be paid in cash at time of settlement which shall be held within fifteen (15) days after final ratification of this sale by the Circuit Court of Anne Arundel County.

Taxes

~~and all expenses~~ and all expenses to be adjusted and appraised at date of settlement.

The cost of all documentary stamps required by law to be affixed to the deed to the Vendee shall be divided equally between the Vendor and the Vendee.

Title to be good and merchantable, otherwise sale shall be void and the payment made at the signing hereof returned to the Vendee. If the Vendee's examination of the title discloses that the same is not good and merchantable, the Vendor shall not be liable for any expenses or damages.

The Vendee covenants and agrees with the Vendor to pay the balance of purchase money as above set forth, and on failure to do so the said Vendor shall have the right to enforce the same by any lawful measure and retain the cash payment on account of the purchase money made at the signing hereof as above mentioned, or at the option of the Vendor, after five days' written notice from the Vendor to the Vendee (which notice shall be sufficient if mailed to the Vendee's post office address last known to the Vendor,) Vendor shall have the right to treat this contract as null and void and retain the said cash payment as liquidated damages for the Vendee's breach of this contract; the time hereinbefore mentioned for the payment of the balance of said purchase money being of the essence of this contract.

If more than one party, either Vendor or Vendee, joins in the execution of this contract, the relative words herein shall be read as if written in the plural, and the words "Vendor" and "Vendee" shall be construed to include every and each of their heirs, personal representatives, successors and assigns.

WITNESS our hands and seals: (Executed in duplicate)

C.S.

ATTEST:

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY  
TRUSTEE AS AFORESAID

/s/ James Moffat  
Trust Officer

By /s/ A. F. Dempsey  
Vice President

By /s/ W.G. Mitchell  
Real Estate Officer

WITNESS:

/s/ Alice B. Moyer

/s/ Wilfred M. Dyer, Jr. (SEAL)

/s/ Helen W. Dyer (SEAL)

Helen W. Dyer (SEAL)

(SEAL)

(SEAL)

\* .

★

FOR ANNE ARUNDEL COUNTY

\*

NO. 7505 EQUITY

**\***

\* \* \* \* \*

AFFIDAVIT

TO WIT:

personally appeared W. Landon Turner  
Prince Georges County,

residing in

James H. [Signature]  
Notary Public

Notary Public

**CHILDS AND BALD**  
ATTORNEYS AT LAW  
ANNAPOLIS, MD.

FILED

1963 SEP 13 AM 11:35

157

IN THE MATTER OF THE  
TRUST ESTATE OF IRVIN  
OWINGS, DECEASED

\* IN THE CIRCUIT COURT FOR  
\* ANNE ARUNDEL COUNTY  
\* NO. 7505 EQUITY

\*  
\* \* \* \* \*

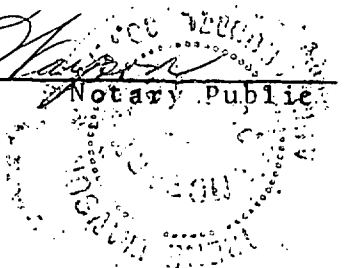
AFFIDAVIT

STATE OF MARYLAND,

TO WIT:

I HEREBY CERTIFY that on this 11th. day of September,  
1963, before me the subscriber, a Notary Public in the State  
of Maryland, in and for Anne Arundel County  
aforesaid, personally appeared W. Curtis Hopkins  
in Prince Georges County  
residing/and doing business in Anne Arundel County, and made  
oath that he was acquainted with the property mentioned in the  
aforegoing report and also with a value of property in its  
immediate vicinity, and that he believes that the price for  
which the same was sold is a fair and adequate one.

As Witness my hand and seal Notarial.

James H. [Signature]  
Notary Public  


FILED

1963 SEP 13 AM 11:35

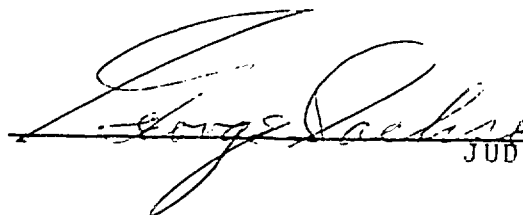


IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
TRUST ESTATE OF	*	FOR
IRVIN OWINGS, DECEASED	*	ANNE ARUNDEL COUNTY
	*	NO. 7505 EQUITY

\* \* \* \* \*

O R D E R

ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 13<sup>th</sup> day of ~~October~~ SEPTEMBER, 1963, that the sale of the property mentioned in these proceedings made and reported by Mercantile-Safe Deposit and Trust Company, on September 13, 1963, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 21<sup>st</sup> day of October ~~next~~, provided a copy of this Order be inserted in some newspaper in Anne Arundel County once a week for three successive weeks before the 21<sup>st</sup> day of October, next.

  
JUDGE

Copy of Order Received received this 18 day of September, 1963, for The Md. Gazette.

PER: 

FILED  
1963 SEP 16 AM 11:38

In The Circuit Court For  
Anne Arundel County  
No. 7505 Equity

IN THE MATTER OF THE  
TRUST ESTATE OF IRVIN OW-  
INGS, DECEASED

**Order**

ORDERED by the Circuit Court  
for Anne Arundel County, in  
Equity, this 13th day of Septem-  
ber, 1963, that the sale of the  
property mentioned in these pro-  
ceedings made and reported by  
Mercantile-Safe Deposit and Trust  
Company, on September 15th,  
1963, be ratified and confirmed  
unless cause to the contrary there-  
of be shown on or before the 21st  
day of October next, provided a  
copy of this Order be inserted  
in some newspaper in Anne Arun-  
del County once a week for three  
successive weeks before the 21st  
day of October, next.

GEORGE SACHSE

Judge

True Copy, TEST-  
LOUIS N. PHIPPS  
Clerk

v-10

OFFICE OF

*Maryland Gazette*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

**CERTIFICATE OF PUBLICATION**

Annapolis, Md., October 10, 1963

We hereby certify, that the annexed -----

Order No. 7505 Eq  
Irvin Owings,  
deceased)

was published in

*Maryland Gazette*

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4-----

successive weeks before the 21st-----

day of October-----, 1963. The first

insertion being made the 19th----- day of

September-----, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman-----

FILED

963 OCT 11 PM 2:47

No. M. G. 5434-----

160

IN THE MATTER OF THE TRUST  
ESTATE OF IRVIN OWINGS

IN THE  
CIRCUIT COURT  
FOR  
ANNE ARUNDEL COUNTY  
NO. 7505 EAUITY

\* \* \* \* \*

ORDER OF RATIFICATION

Re: Lots 14 and 15,  
Block 10, Section 1,  
Fairhaven Subdivision

ORDERED BY THE COURT, This *24th* day of October,  
1963 that the sale made and reported by the Substitute Trustee  
aforesaid, be and the same is hereby finally Ratified and  
Confirmed no cause to the contrary having been shown, although  
due notice appears to have been given as required by the Order  
Nisi, passed in said cause; and the Substitute Trustee allowed  
the usual commissions and such proper expenses as it shall  
produce vouchers for the Auditor.

  
JUDGE



IN THE MATTER OF THE TRUST  
ESTATE OF IRVIN OWINGS,  
DECEASED

PETITION TO RATIFY CON-  
TRACT OF SALE

AFFIDAVITS OF APPRAISERS

ORDER

NO. 7505 EQUITY

*Lots 14, 15 B10  
For sale*

CHILDS and BALD  
ATTORNEYS AT LAW  
192 DUKE OF GLOUCESTER STREET  
ANNAPOLIS, MD.

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
TRUST ESTATE OF IRVIN	*	FOR
OWINGS, DECEASED	*	ANNE ARUNDEL COUNTY
	*	NO. 7505 EQUITY

\* \* \* \* \*

PETITION TO RATIFY CONTRACT OF SALE FOR REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Mercantile-Safe Deposit and Trust Company, substitute trustee in the captioned estate, respectfully represents unto your Honors:

First: That among the real estate holdings of the captioned estate are Lots 3 and 4, Block 13, Section 1, of Fairhaven Subdivision, which property is unimproved.

Second: That on the 17th day of September, 1963, your petitioner entered into a contract of sale for the aforementioned lots with David R. Harris as will more fully appear by reference to the contract between the parties hereto, a copy of which accompanies this petition and is marked "Petitioner's Exhibit 1".

Third: As will be noted, the agreed purchase price was One Thousand Two Hundred and 00/100 (\$1,200.00) in cash for the lots subject to final ratification by the Circuit Court for Anne Arundel County.

Fourth: Your petitioner believes that the price contained in the contract is fair and reasonable and that the sale will be to the advantage of the estate.

TO THE END, THEREFORE:

May it please your Honors to pass an Order in these presents authorizing your Petitioner to consummate the sale and to execute a proper deed conveying the property to the pur-

FILED  
OCT 18 1963

chasers.

Respectfully submitted,

ATTEST:

MERCANTILE-SAFE DEPOSIT AND TRUST  
COMPANY

Jane Moffat  
Trust Officer

BY: N. S. Winter  
Vice President

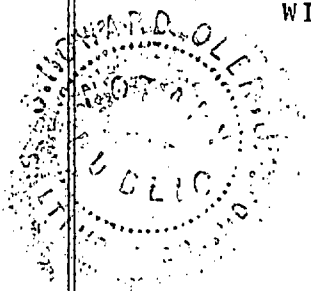
CHILDS AND BALD

BY: Eugene M. Childs  
Eugene M. Childs  
192 Duke of Gloucester Street  
Annapolis, Maryland  
Colonial 7-8191  
Attorneys for Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 15<sup>th</sup> day of October,  
1963, before me, the subscriber, a Notary Public in and for  
the State of Maryland, ~~City of Baltimore~~ <sup>County</sup> ~~of Baltimore~~, personally  
appeared - N. S. Winter <sup>Vice-President</sup> of Mercantile-Safe Deposit and  
Trust Company, and made oath in due form of law that the mat-  
ters contained in the aforementioned petition are true as  
therein set forth and that the sale therein mentioned was  
fairly made.

WITNESS my hand and seal Notarial.



S. Howard Oler, Jr.  
S. HOWARD OLER, JR., Notary Public  
NOTARY PUBLIC  
My Commission Expires May 3, 1966

IT IS AGREED between the undersigned that Mercantile-Safe Deposit and Trust Company, Trustee under the Last Will and Testament of Irvin Owings, deceased,

hereinafter called Vendor, has sold to David A. Harris

hereinafter called Vendee, and the latter has purchased from the former, at and for the sum of One Thousand Two Hundred and 00/100 (\$1,200.00)

these unimproved  
all/that lot of ground situate and lying in Anne Arundel County, Maryland being Lots 3 and 4 Block 13, Section 1 "Fair Haven Subdivision" as recorded among the Land Records of Anne Arundel County in Plat Book P.S.B. No. 2, folio 1.

For title reference see the following:

1. Deed dated July 20, 1928 from Safe Deposit and Trust Company, Substituted Trustee to Irvin Owings and recorded among the Land Records of Anne Arundel County in Liber P.S.B. No. 38, folio 36.
2. Last Will and Testament of Irvin Owings, deceased, dated May 8, 1928 and recorded in the Office of the Register of Wills for Anne Arundel County in Liber W.M.E. No. 1 folio 241.
3. Order of Circuit Court of Anne Arundel County, dated Mar. 27, 1961.

This sale is made subject to final ratification by the Circuit Court of Anne Arundel County.

Exhibit I

The above mentioned purchase price shall be payable as follows:  
\$400.00 at the signing hereof, the receipt of which is hereby acknowledged; the balance  
of \$800.00 to be paid in cash at time of settlement which shall be held within fifteen  
(15) days after final ratification of this sale by the Circuit Court of Anne Arundel  
County.

**Taxes**  
~~Part of same~~ and all expenses to be adjusted and apportioned to  
date of settlement.

The cost of all documentary stamps required by law to be affixed  
to the deed to the Vendee shall be divided equally between the Vendor and the  
Vendee.

Title to be good and merchantable, otherwise sale shall be void  
and the payment made at the signing hereof returned to the Vendee. If the  
Vendee's examination of the title discloses that the same is not good and  
merchantable, the Vendor shall not be liable for any expenses or damages.

The Vendee covenants and agrees with the Vendor to pay the balance  
of purchase money as above set forth, and on failure to do so the said Vendor  
shall have the right to enforce the same by any lawful measure and retain  
the cash payment on account of the purchase money made at the signing hereof  
as above mentioned, or at the option of the Vendor, after five days' written  
notice from the Vendor to the Vendee (which notice shall be sufficient if  
mailed to the Vendee's post office address last known to the Vendor,) Vendor  
shall have the right to treat this contract as null and void and retain the  
said cash payment as liquidated damages for the Vendee's breach of this  
contract; the time hereinbefore mentioned for the payment of the balance of  
said purchase money being of the essence of this contract.

If more than one party, either Vendor or Vendee, joins in the  
execution of this contract, the relative words herein shall be read as if  
written in the plural, and the words "Vendor" and "Vendee" shall be construed  
to include every and each of their heirs, personal representatives, successors  
and assigns.

WITNESS our hands and seals: (Executed in duplicate)

ATTEST:

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY  
~~TRUSTY AS ABOVE SAID~~

c.s. /s/ James Moffat BY /s/ N. S. Winter  
Trust Officer Vice President

BY /s/ R. P. Hutchins  
Real Estate Officer

WITNESS:

<u>/s/ Laurence J.O. Callaghan</u>	<u>/s/ David R. Harris</u> (SEAL)
_____	_____ (SEAL)
_____	_____ (SEAL)
_____	_____ (SEAL)



IN THE MATTER OF THE            \*       IN THE CIRCUIT COURT  
TRUST ESTATE OF                  \*  
IRVIN OWINGS, DECEASED         \*       FOR  
                                    \*       ANNE ARUNDEL COUNTY  
                                    \*       NO. 7505 EQUITY

O R D E R

ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 21<sup>st</sup> day of October, 1963, that the sale of the property mentioned in these proceedings made and reported by Mercantile-Safe Deposit and Trust Company, October 18<sup>th</sup>, 1963, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 2<sup>nd</sup> day of ~~November~~ <sup>December</sup> next, provided a copy of this Order be inserted in some newspaper in Anne Arundel County once a week for three successive weeks before the 2<sup>nd</sup> day of ~~November~~ <sup>December</sup>, next.

W. B. D. D. D. JUDGE

Copy of Order received 25 day of Oct., 1963, for Ind. Gazette.  
PER Thommen Channan

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1963 OCT 23 AM 9:20

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
TRUST ESTATE OF	*	FOR
IRVIN OWINGS, DECEASED	*	ANNE ARUNDEL COUNTY
	*	NO. 7505 Equity
* * * * *		

AFFIDAVIT

STATE OF MARYLAND,

TO WIT:

I HEREBY CERTIFY that on this 14th day of October, 1963, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared *W. Landon Turner* in P. G. County residing/and doing business in Anne Arundel County, and made oath that he was acquainted with the property mentioned in the foregoing report and also with a value of property in its immediate vicinity, and that he believes that the price for which the same was sold is a fair and adequate one.

As Witness my hand and seal Notarial.

*James H. Hays*  
 \_\_\_\_\_  
 Notary Public

IN THE MATTER OF THE                   \*           IN THE CIRCUIT COURT  
TRUST ESTATE OF                       \*                           FOR  
IRVIN OWINGS, DECEASED               \*           ANNE ARUNDEL COUNTY  
   \*                           NO. 7505 EQUITY

\* \* \* \* \*

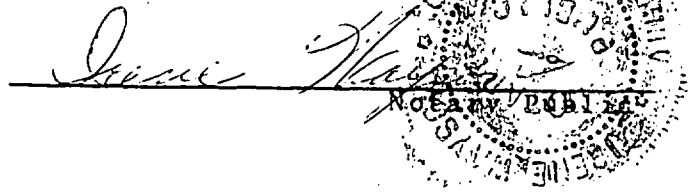
AFFIDAVIT

STATE OF MARYLAND

TO WIT:

I HEREBY CERTIFY that on this 14th day of October, 1963, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared W. Curtis Hopkins residing in P. G. Co. doing business in Anne Arundel County, and made oath that he was acquainted with the property mentioned in the foregoing report and also with a value of property in its immediate vicinity, and that he believes that the price for which the same was sold is a fair and adequate one.

WITNESS my hand and seal Notarial.



In The  
Circuit Court  
For  
Anne Arundel County  
No. 7505 Equity

In the Matter of the Trust Es-  
tate of

IRVIN OWINGS, deceased

**Order**

ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 21st day of October, 1963, that the sale of the property mentioned in these proceedings made and reported by Mercantile-Safe Deposit and Trust Company, October 18th, 1963, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 2nd day of December next, provided a copy of this Order be inserted in some newspaper in Anne Arundel County once a week for three successive weeks before the 2nd day of December, next.

O. BOWIE DUCKETT  
Judge

True Copy, TEST:  
LOUIS N. PHIPPS  
Clerk

N-21

OFFICE OF

*Maryland Gazette*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

**CERTIFICATE OF PUBLICATION**

Annapolis, Md., *November 25, 1963*

We hereby certify, that the annexed

*Order*  
*No. 7505 Eq*  
*Irvin Owings,*  
*deceased*

was published in

*Maryland Gazette*

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for *4*

successive weeks before the *22nd*

day of *December*, 19*63*. The first

insertion being made the *31st* day of

*October*, 19*63*.

THE CAPITAL-GAZETTE PRESS, INC.

By *[Signature]*  
1505 NOV 26 PM 1:13

No. M. G. *2638*

170

IN THE MATTER OF THE TRUST	*	IN THE
ESTATE OF IRVIN OWINGS	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 7505 EQUITY

\* \* \* \* \*

ORDER OF RATIFICATION

Re: Lots 3 and 4  
Block 13, Section 1,  
Fairhaven Subdivision

ORDERED BY THE COURT, This 4<sup>th</sup> day of December, 1963, that the sale made and reported by the Substitute Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Substitute Trustee allowed the usual commissions and such proper expenses as it shall produce vouchers for the Auditor.

J. Brian Ouchett  
JUDGE

FILED  
1963 DEC -5 AM 9:13

IN THE MATTER OF THE  
TRUST ESTATE OF IRVIN  
OWINGS, DECEASED

PETITION TO RATIFY CONTRACT  
OF SALE FOR REAL ESTATE

ORDER

NO. 7505 EQUITY

*Filed 3, 4 1881*  
*for the same*

CHILDS and BALD  
ATTORNEYS AT LAW  
192 DUKE OF GLOUCESTER STREET  
ANNAPOLIS, MD.

GEORGE L. BALL, III  
14 East Lake Drive  
Bay Ridge  
Annapolis, Maryland

vs.

MARY S. BALL  
1817 Kitty Hawk Road  
Essex  
Baltimore, Maryland

IN THE  
CIRCUIT COURT

FOR  
ANNE ARUNDEL COUNTY  
NO. 15,363 EQUITY

\* \* \* \* \*

BILL OF COMPLAINT FOR PARTITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of George L. Ball, III, by Childs and Bald, his attorneys, respectfully shows:

1. That he and the Defendant are co-owners of certain real estate located in the City of Annapolis at 509 Chesapeake Avenue, which is improved by a single family dwelling which is now presently rented and yielding monthly rental of ninety dollars (\$90.00).

2. The said property was formerly owned by George L. Ball, Jr. and the Defendant as tenants by the entireties. A certified copy of the deed is filed herewith and marked Plaintiff's Exhibit I.


3. That in 1947 George L. Ball, Jr. and the Defendant, Mary S. Ball, were divorced a vinculo matrimonii in No. 3020 divorces, Circuit Court for Anne Arundel County. A certified copy of said decree is filed herewith and marked Plaintiff's Exhibit II. That thereafter, George L. Ball, Jr. remarried but died on March 25, 1948 intestate and leaving surviving him as his sole heirs at law, the Plaintiff, his son and his widow, Harriet Virginia Ball. Following the settlement of the estate of the said George L. Ball, Jr. the Plaintiff purchased his stepmother's interest in said property and therefore became

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1963 JAN -4 AM 10:55


with the Defendant co-tenant in the said real estate.

4. Since that time Plaintiff has paid all taxes on the property and made all improvements thereto. However, the income from the property does not justify the continued arrangement of co-ownership and renting and since the property is incapable of division in kind between the parties hereto without loss to the parties, your petitioner is of the opinion the said real estate should be sold under the direction of this Honorable Court and the proceeds therefrom divided between the parties hereto after due allowance is made for the improvements and expenses which have been supplied by the Plaintiff.

Respectfully submitted,

  
George L. Ball, III

CHILDS AND BALD

  
Eugene M. Childs  
192 Duke of Gloucester Street  
Annapolis, Maryland  
Colonial 7-8191



GEORGE L. BALL, III

Plaintiff

vs.

MARY S. BALL

Defendant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 15363 EQUITY

\* \* \* \* \*

PETITION TO APPOINT GUARDIAN AD LITEM  
FOR DEFENDANT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of George L. Ball, III, respectfully represents unto your Honors:

1. That there appears testimony in No. 3020 divorces that the Defendant, Mary S. Ball, in 1947 was permanently and incurably insane although she has never been legally determined so to be.

2. The said Defendant is at the present time an out-patient of the Springfield State Hospital and has been duly summoned herein. However, owing to the uncertainty of the Defendant's mental competency, your Petitioner believes it would be advisable to have a Guardian Ad Litem appointed for the said Defendant and counsel for the Guardian Ad Litem in order that the interest of the Defendant may be fully protected in these proceedings.

WHEREFORE, the premises considered, your Petitioner prays your Honors to pass an Order in these presents appointing a Guardian Ad Litem for the Defendant, Mary S. Ball, and counsel for the Guardian Ad Litem, directing the said Guardian to appear herein and file an answer on behalf of the said Defendant.

Respectfully submitted,  
CHILDS AND BALD

*Eugene M. Childs*  
Eugene M. Childs

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1963 JAN 23 PM 1:54

Plaintiff	*	IN THE
vs.	*	CIRCUIT COURT
MARY S. BALL	*	FOR
Defendant	*	ANNE ARUNDEL COUNTY
	*	NO. 15,363 EQUITY

\* \* \* \* \*

O R D E R

ORDERED this      day of January, 1963, on the  
aforegoing Petition by the Circuit Court for Anne Arundel County  
in Equity that *Ernest Florestano* be, and he is  
hereby appointed Guardian Ad Litem for the Defendant, Mary S.  
Ball.

And it is further ADJUDGED, ORDERED and DECREED  
that *C. Osborne Duwall*, Esquire be, and he is hereby  
appointed to act in capacity of counsel for said Guardian Ad  
Litem.

And it is further ADJUDGED, ORDERED and DECREED  
that the said Guardian Ad Litem shall forthwith file an answer  
on behalf of his ward, the said Mary S. Ball.

*George Sackse*  
Judge

Filed Jan 23, 1963

GEORGE L. BALL, III

Plaintiff

vs

MARY S. BALL

Defendant

\*

\*

\*

\*

\*

\*

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 15363 EQUITY

\* \* \* \* \*

ANSWER OF GUARDIAN AD LITEM

\* \* \* \* \*


TO THE HONORABLE, THE JUDGES OF SAID COURT:

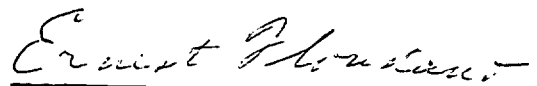
The Answer of Ernest Florestano, Guardian Ad Litem, to the Bill of Complaints filed in this proceeding, respectfully represents unto Your Honors:

1. That the Defendant, Mary S. Ball, by reason of mental weakness (not amounting to unsoundness of mind) cannot admit any of the matters and things alleged in the Bill of Complaints, and submits her rights to the protection of this Court.

2. That the Guardian Ad Litem files herewith a letter dated February 1, 1963, to Counsel for the Guardian Ad Litem, from Dr. Rudolf Hoehn-Saric, and prays that the same be taken as a part hereof.

AND as in duty bound, etc.

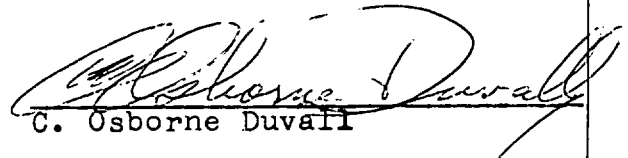
  
Solicitor for Guardian Ad Litem  
C. Osborne Duvall  
77 Franklin Street  
Annapolis, Maryland  
Telephone: Colonial 7-7200

  
Guardian Ad Litem

FILED

1963 FEB 11 AM 11:17

I HEREBY CERTIFY, That I have mailed a copy of the afore-  
going Answer of Guardian Ad Litem, postage prepaid, this 11<sup>th</sup>  
day of February, 1963, to Eugene M. Childs, Esq., 192 Duke of  
Gloucester Street, Annapolis, Maryland, Solicitor for Plaintiff.

  
C. Osborne Duvall

GEORGE L. BALL, III, : IN  
Plaintiff : THE CIRCUIT COURT  
vs. : FOR  
MARY S. BALL, : ANNE ARUNDEL COUNTY  
Defendant : NO. 15,363 EQUITY

::::::::::::

TESTIMONY TAKEN ON BEHALF OF THE PLAINTIFF

March 1, 1963

Present:

Mr. Eugene M. Childs, Solicitor for Plaintiff  
Mr. C. Osborne Duvall, Solicitor for Guardian Ad Litem  
Mr. John G. Rouse, Jr., Court Examiner & Master  
Mrs. Shirley Miller, Court Stenographer

Witnesses:

Mr. George L. Ball, III, pages 2 - 6  
J. Willis Martin, Jr., pages 7 - 8  
Maurice C. Ogle, pages 9 - 10

FILED  
1963 MAR -6 PM 3:31

Childs - I would like to introduce as exhibits in the case, exhibits filed with the bill of complaint which would be Plaintiff's exhibit No. 1, Deed to George L. Ball, Jr. and Mary S. Ball, for the property in question. Also would like to introduce exhibit No. 2, which is the divorce decree in No. 3020 Divorces In the Circuit Court for Anne Arundel County. I would like leave reserved to file Deed to the present plaintiff, George L. Ball, III.

(DEED FILED HERewith MARKED EXAMINER'S EXHIBIT NO. 1)

(DIVORCE DECREE FILED HERewith MARKED EXAMINER'S EXHIBIT NO. 2)

(LEAVE RESERVED TO FILE DEED TO GEORGE L. BALL, III, MARKED EXAMINER'S EXHIBIT NO. 3)

George L. Ball, III, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

1. Will you state your name and address, please sir?
- A. George L. Ball, III, 14 E. Lake Drive, Bay Ridge.
2. Mr. Ball, who is Mary S. Ball?
- A. She is my mother.
3. Do you have any brothers or sisters?
- A. No, I do not.
4. Who are the owners of the property at 509 Chesapeake Avenue?
- A. My mother, Mary Ball, and myself.

5. And what improvements are on this property?
- A. It is a frame bungalow type house, two bedroom house, situated on roughly 62 feet in width by 164. It has a living room, dining room, dinette area and a kitchen, and a three quarter basement and unfinished attic, asphalt shingle sideing on the side of the house with a composition roof.
6. Mr. Ball, did there come a time when your parents were divorced?
- A. Yes.
7. Do you remember when that was?
- A. Roughly in 1947.
8. What happened to your father's interest after his death?
- A. It reverted to me.
9. Did you purchase the interest of your stepmother?
- A. Yes, my father remarried after he divorced my mother, he remarried Harriet Virginia Ball, Harriet Virginia Ramer Ball. Following my father's death I purchased from Harriet Virginia Ball her interest in the house.
10. Now Mr. Ball, have you lived in the house since your father's death?
- A. Since 1947 until January of 62.
11. Have you made any improvements on the property?
- A. Yes, sir, I have.
12. What improvements did you make?
- A. I installed the asbestos siding on the side of the house, installed a new hot water system.
13. How much was the asbestos siding?
- A. I think it amounted to around \$580.00.

14. I show you a document.
- A. This is the guarantee on it but I think this is the original sales contract here, \$580.00.
- (CONTRACT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 4)
15. Mr. Ball, who has been paying taxes on the property since your father's death?
- A. I have.
16. Has your mother paid any taxes, do you know?
- A. No, sir.
17. How do you know that?
- A. My mother has been in the hospital until last June.
18. Does she have any income?
- A. No, sir, only as I supply her.
19. Has your mother recently been an outpatient of the hospital?
- A. Yes, sir.
20. Since that time have you been supplying her any rent from the property?
- A. Yes, sir, I have.
21. When was the property rented?
- A. Last January of '62.
22. And what is the rental received from the property?
- A. \$90.00 a month.
23. Is that rent current?
- A. No, this month is not up to date. It has been paid through January.
24. Have you been supplying that rental to your mother?
- A. Yes, I have.
25. And you have checks or vouchers for that?



A. Yes, I do.

26. Mr. Ball, you have just handed me seven checks, some made payable to Antoinette Ball and some made payable to Mary Ball. Are these one and the same person?

A. Yes, they are.

27. Your mother's full name then I take is Antoinette Mary Ball?

A. I always understood my mother's name was Mary but, of course, she insists that it is Antoinette.

(CHECKS FILED HERewith MARKED EXAMINER'S EXHIBIT NO. 5)

28. Mr. Ball, I have a statement here from the County Treasurer purporting to indicate the taxes which have been paid to the County since 1947. Have you paid these taxes?

A. Yes, sir, starting from 1948. They misunderstood me over there.

(SCHEDULE OF TAXES FILED HERewith MARKED EXAMINER'S EXHIBIT  
NO. 6)

29. Do you have a similar schedule for the City of Annapolis?

A. No, sir. I can obtain it.

30. Do you know when this property became part of Annapolis, when it was annexed?

A. 1951 it started in the City of Annapolis.

(LEAVE RESERVED TO FILE CITY TAXES SINCE 1951 MARKED EXAMINER'S  
EXHIBIT NO. 7)

31. Mr. Ball, is it your opinion that this property could be divided in kind between you and your mother without loss or damage to either one of you?

A. No, sir.

32. Why do you say that?

- A. This bungalow is situated on two lots and there is no way that you could divide the house and both families live in it.
33. Is it your request of the Court that the property be sold and the proceeds divided after due allowance for expenses has been made?
- A. Yes, sir.
- (Mr. Duvall)
1. When you lived in this property from 1947 to 1962 did you pay any rent?
- A. No, I did not, sir.
2. Did your father live there?
- A. My father died in 1948 and my stepmother lived with me until, this is just roughly, until 1952 . Of course, at this time I kept her.
3. When you put this siding on, was this after your father's death?
- A. Yes, it was. It was wooden shingles before, they cracked and started to fall off.

(LETTER DATED FEBRUARY 1, 1963 TO MR. DUVALLE FILED HERewith  
MARKED EXAMINER'S EXHIBIT 8)

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties?

If so, state same fully and at large in your answer.

Answer. . . *No* . . . . .

Signature . . *George A. Ball III* . . . . .

J. Willis Martin, Jr., a witness of lawful age,  
being first duly sworn, deposes and says:

(Mr. Childs)

1. Will you state your name and address, please?
- A. J. Willis Martin, Jr., Melvin Road, RFD #3, Annapolis.
2. What is your occupation, Mr. Martin?
- A. Insurance Agent.
3. And in the course of your business do you sell fire insurance policies?
- A. Yes.
4. In that line are you generally familiar with replacement values for buildings in the area, Annapolis area?
- A. Yes.
5. Are you familiar with the property known as 509 Chesapeake Avenue?
- A. Yes.
6. When was the last time that you saw it?
- A. Today.
7. And having listened to Mr. Ball testify as to the improvements on it is that accurate as to what he just described?
- A. Yes.
8. Now Mr. Martin, have you formed an opinion as to the value of the property in question?
- A. On January the 10th, 1962 I had a man from Pennsylvania Insurance Company come down and appraise the dwelling for insurance purposes. This is the custom, where you insure you have the company give you a quotation. They gave me a

figure of \$14,021.00 excluding land and excavation, and I feel this is a reasonable figure.

9. Now Mr. Martin, do you feel that this property is capable of division in kind between Mr. <sup>Ball</sup> and his mother without loss or damage to either one of them?

A. No.

10. Why do you say that?

A. The house situates on both lots.

11. Would the house itself be capable of division between two parties equally in your opinion?

A. No.

12. Mr. Martin, how long have you been engaged in the insurance business?

A. Ten years.

(Mr. Duvall waived cross examination)

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties?

If so, state same fully and at large in your answer.

*No*

Answer. . . . .

Signature *J. W. Miller, Master*

Maurice C. Ogle, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

1. Would you state your name and address, please?
- A. Maurice C. Ogle. My address is 192 Duke of Gloucester Street, Annapolis, Maryland.
2. What is your occupation, Mr. Ogle?
- A. Professional real estate appraiser.
3. How long have you been engaged in appraising real estate?
- A. For the past fifteen years.
4. Are you generally familiar with property values in the Annapolis area?
- A. Yes, I am.
5. Have you bought and sold real estate in the Annapolis area?
- A. Yes, I have bought and sold real estate in the area.
6. Have you qualified as an expert appraiser in any court or courts in the State of Maryland?
- A. Yes, I have qualified before the Circuit Court for Anne Arundel County, before the Property Review Board, before the County Commissioners of Anne Arundel County and the City Council of Annapolis.
7. Have you, at my request, had occasion to appraise the property at 509 Chesapeake Avenue, Annapolis, Maryland?
- A. Yes, I have appraised that property.
8. Do you have an opinion as to its value?
- A. Yes, in my opinion the fair market value of the property is

\$14,000.00. This includes house and lot.

9. Having listened to Mr. Ball testify was his description of the property coincident with your own as you recall the property?

A. Mr. Ball's description of the property was accurate.

10. Mr. Ogle, do you feel that this property is capable of division in kind between Mr. Ball and his mother without or damage to either one of them?

A. No. The fair market value of the property would be considerably reduced by division of the property and this would be practically a physical impossibility without total destruction of the dwelling.

(Mr. Duvall waives cross examination)



QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties?

If so, state same fully and at large in your answer.

Answer. . . . . No . . . . .

Signature . . . . . Maurice R. Cyle.

There being no further witnesses to be examined on behalf of the plaintiff at this time, and no further testimony desired in his behalf, this testimony is now closed, and at the request of the Plaintiff's Solicitor is returned to the Court.

I hereby certify that the foregoing testimony was taken at the instance of the Plaintiff; that I, the undersigned Examiner, was present in the same room with the witnesses throughout the taking of the testimony; that the testimony was taken in one day.

Witness my hand and seal this 6<sup>th</sup> day of March, 1963.

John G. Rouse, Jr.      Examiner (SEAL)

J.R. \$25.00

S.M. \$10.00

S.M.

(INT. REV. STAMP \$5.00)

THIS DEED, made this 4th day of May, in the year Nineteen Hundred and Thirty-four, (1934), by and between the County Corporation of Maryland, a body corporate of the State of Maryland, party of the first part, and George L. Ball Jr. and Mary T. Ball, his wife, of Anne Arundel County, State of Maryland, parties of the second part, Witnesseth:

THAT for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations, paid it by the parties of the second part, the receipt whereof by the party of the first part is hereby acknowledged, the said party of the first part has bargained and sold and by these presents do grant and convey unto the said parties of the second part, their heirs and assigns, in fee simple,

ALL of those lots or parcels of land, situate, lying and being in the Second Election District of Anne Arundel County, Maryland, located in the village of Eastport, and described as follows:

First. Beginning for the same at a point on the southeast side of Chesapeake Avenue, distant in the southwest direction 165 feet from the South corner of said Chesapeake Avenue and Second Street; said beginning point being in the divisional line between Lots Nos. 14 and 15, on the plat of Horn Point, now Eastport, made by John Duvall Esq., Surveyor, on the 13th day of September, in the year 1868; and running from the point so fixed in the northeast direction and with the southeast side of Chesapeake Avenue, for the distance of 52 feet; thence at right angles to said Chesapeake Avenue, in the southeast direction, for the distance of 164 feet; thence at right angles

in a southwesterly direction for the distance of 52 feet; thence at right angles in the northwest direction for the distance of 164 feet to the point of beginning.

Second. All that lot, part of a lot, piece or parcel of ground, situate, lying and being in the Second Election District of Anne Arundel County, aforesaid, and located in the village of Eastport on the southeast side of Chesapeake Avenue, and described as follows, that is to say: BEGINNING for the same at a point on the southeast side of Chesapeake Avenue, distant 113 feet in a southwesterly direction from the south corner of Chesapeake Avenue and Second Street; said beginning point being the end of the first line of the conveyance from Samuel R. Frazier and wife to Jesse L. Clark and wife, dated the 13th of January, 1919, and recorded among the Land Records of Anne Arundel County, in Liber W.N.W. No. 9, folio 349; and running thence in a northeasterly direction and with the southeast side of Chesapeake Avenue for the distance of ten feet; thence at right angles to Chesapeake Avenue in a Southeast direction for the distance of 164 feet; thence at right angles in a southwesterly direction for the distance of 10 feet to the second line of the aforesaid conveyance; thence at right angles in a northwesterly direction and with the aforesaid line 164 feet to the point of beginning.

Being parts of Lot No. 15 on said plat of Horn Point, new Eastport, and being the same property conveyed to the (State Capital Bank of) The Eastern Shore Trust Company by Michael F. Carter, Sheriff, by deed dated November 14, 1929, and recorded among the aforesaid Land Records in Liber F.S.R.No.56, folio 208. And being a portion of that property conveyed to the County Trust Company of Maryland by the (State Capital Bank of) The Eastern Shore Trust Company, by deed dated July 19, 1933 and recorded among the Land Records as aforesaid in Liber F.S.R.No. 111, folio 378.

TOGETHER with the buildings and improvements thereon and all and every the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property to and unto the proper use and benefit of the said George L. Ball Jr. and Mary T. Ball, his wife, their heirs and assigns, in \_\_\_ simple, as tenants by the entirety.

AND the said party of the first part hereby covenants that it will warrant specially the title to the property hereby conveyed and that it will execute such other and further assurances thereof as may be requisite or necessary.

In Witness Whereof, the said County Corporation of Maryland has caused these presents to be executed by its President, whose signature is duly attested by its Assistant Secretary, and its corporate seal affixed thereto.

Attest:

H. Gordon Kitchen (CORPORATE SEAL)  
Secretary.

County Corporation of Maryland  
by Hooper S. Miles  
President.

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that on this 4th day of May, in the year 1934, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared Hooper S. Miles, President of the County Corporation of Maryland, and on behalf of said body corporate, acknowledged the foregoing Deed to be the act and Deed of said body corporate. And further that he is duly authorized to make this acknowledgement.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Thos. I. Hays  
Notary Public

My Commission Expires May 6, 1935.

Recorded 14th-May-1934 at 2 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the foregoing.....DEED.....is truly taken  
and copied from Liber. W. M. B. No. 125..... folio.....97..... one of the.....LAND.....  
Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal  
of the Circuit Court for Anne Arundel County this...2.....day of JANUARY.....

Examined & filed  
Ball & Ball, Esq. No. 1  
No. 15363  
FILED  
1963 MAR 28 PM 3:32

Squire N. Shippen  
Clerk of the Circuit Court for Anne Arundel County

FILED

JAN -4 AM 10:58  
EXHIBIT I

22

George Ball : No. 3020 Divorces  
vs : In the  
: Circuit Court for  
Mary Ball : Anne Arundel County  
: in Equity  
: : : : : : : : : : : : : : :

## Decree of Divorce

This cause standing ready for hearing and being submitted the proceedings were read and considered by the Court.

It is thereupon, this 7 day of July, in the year 1947  
by the Circuit Court for Anne Arundel County ADJUDGED, ORDERED, and  
DECREED that the said George Ball, plaintiff in these proceedings, be  
and he is hereby divorced a vinculo matrimonii from the Defendant,  
Mary Ball.

And, the Court being further satisfied that the said Mary Ball is a lunatic and is presently confined to the Springfield State Hospital, at Sykesville, in the State of Maryland, it is ORDERED by the authority aforesaid that the said George Ball pay thirty (30) dollars per month to the Anne Arundel County Commissioners for the support and maintenance of the said Mary Ball, said amount being subject to the further order of Court, and it is further ORDERED that in the event of Mary Ball's demise during the lifetime of George Ball, the said George Ball shall pay a reasonable amount for her burial expenses.

Allen S. Allen  
Judge

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the foregoing is a true copy per Verifax reproduction of the Decree of Divorce passed in the above entitled cause, No. 3020 Divorces, in the Circuit Court for Anne Arundel County, Maryland

IN TESTIMONY WHEREOF, I hereunto set  
my hand and affix the Seal of the  
Circuit Court for Anne Arundel County  
this 2nd day of January, 1963.

*Louis N. Phipps*  
Louis N. Phipps, Clerk

**FILED**

1963 MAR -6 PM 3:32

EXHIBIT II 1963 JAN -4 AM 10:55

EXHIBIT "I"

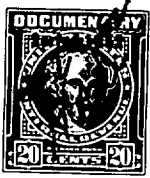
THIS DEED made this 22<sup>nd</sup> day of April, 1952, by and between HARRIET V. BALL, widow of GEORGE BALL, JR., hereinafter called party of the first part or Grantor, and GEORGE BALL, III, hereinafter called party of the second part or Grantee.

WITNESS, that for, and in consideration of the sum of \$5.00 and other good and valuable considerations, the said party of the first part ~~does hereby grant~~ and convey to the said party of the second part, his heirs and assigns in fee-simple all her right, title, interest and estate in and to all that lot or parcel of ground lying, being and situate in the Sixth Election District of Anne Arundel County in the Village of Eastport and more particularly described as follows:

Beginning for the same at a point on the southeast side of Chesapeake Avenue distant in the southwest direction 165 feet from the South corner of said Chesapeake Avenue and Second Street; said beginning point being in the divisional line between Lots Nos. 14 & 15, on the plat of Horn Point, now Eastport, made by John Duvall, Esq.; Surveyor, on the 13th day of September in the year 1868, and running from the point so fixed in the northeast direction and with the southeast side of Chesapeake Avenue, for the distance of 52 feet; thence at right angles to said Chesapeake Avenue in a southeast direction, for the distance of 164 feet; thence at right angles in a southwesterly direction for the distance of 52 feet; thence at right angles in the northwest direction for the distance of 164 feet to the point of beginning.

SECOND, All that lot, part of a lot, piece or parcel of ground, situate, lying and being in the Second Election District of Anne Arundel County, aforesaid, and located southeast side of Chesapeake Avenue, and described as follows, that is to say:

Beginning for the same at a point on the southeast side of Chesapeake Avenue, distant 113 feet in a southwesterly direction from the south corner of Chesapeake Avenue and Second Street; said beginning point being the end of the first line of the conveyance from Samuel R. Frazier and wife to Jesse L. Clark and



1952 MAR -6 PM 3:32

FILED

wife, dated the 13th day of January, 1919, and recorded among the Land Records of Anne Arundel County, in Liber W.N.W. No. 9, folio 349; and running thence in a northeasterly direction and with the southeast side of Chesapeake Avenue for the distance of 10 feet thence at right angles to Chesapeake Avenue in a southeast direction for the distance of 164 feet; thence at right angles in a southwesterly direction for the distance of 10 feet to the second line of the aforesaid conveyance; thence at right angles in a northwesterly direction and with the aforesaid line 164 feet to the point of beginning.

Being the same property conveyed to George Ball, Jr., and Mary Ball, his wife, by deed dated fourth day of May, 1934, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 125, folio 97.

Together with the buildings and improvements thereon and all the rights, roads, ways, alleys, privileges, and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the above described property to and unto the proper use and benefit of the said party of the second part, his heirs and assigns in fee-simple.

And the said party of the first part does hereby covenant that she will warrant specially the title to the property hereby conveyed, and she will execute such other and further assurances thereof as may be necessary.

Witness the hand and seal of the said Grantor.

Witness:

Harriet V. Ball (SEAL)  
Harriet V. Ball

George B. Woelfel  
George B. Woelfel  
as to Harriet V. Ball

STATE OF MARYLAND  
ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 23<sup>rd</sup> day of April in the year 1952, before me the subscriber, a Notary Public in the State of Maryland in and for the County of Anne Arundel, personally appeared Harriet V. Ball and acknowledged the foregoing Deed to be her act.

Witness my hand and seal Notarial.

Recorded-24th April, 1952, at 11 A.M.

*Comm. expires 4 May 1953*

Harrison A. Woolford *Harrison A. Woolford*  
Harrison A. Woolford, Notary Public



Examiner's Exhibit No 3  
Bell v. Bell, Equity No 15,363  
Joh S. Rome L. Exam

---

2/1.

Date of Acceptance: 7/2/57 1957 MAR -8

GEORGE L. BALL III  
MILDRED ANN BALL

No. 1291

65-38  
521

11/14 1962

PAY TO THE ORDER OF Antionette Ball

Twenty-two and 50 / 100 DOLLARS

MARYLAND NATIONAL BANK  
ANNAPOLIS · MARYLAND

Mildred Ann Ball

22.50 342

052100381 90251 218 511

GEORGE L. BALL III  
MILDRED ANN BALL

No. 1259

65-38  
521

10/6 1962

PAY TO THE ORDER OF Antionette Ball

Twenty-two and 50 / 100 DOLLARS

MARYLAND NATIONAL BANK  
ANNAPOLIS · MARYLAND

Mildred Ann Ball

22.50 342

052100381 90251 218 511

GEORGE L. BALL III  
MILDRED ANN BALL

No. 1230

65-38  
521

Aug 23 1962

PAY TO THE ORDER OF Antionette Ball

Twenty-two and 50 / 100 DOLLARS

MARYLAND NATIONAL BANK  
ANNAPOLIS · MARYLAND

George L Ball

22.50 342

052100381 90251 218 511

Examiner's Exhibit No. 5  
Bill v Ball, Equity No 15,363  
Jas S Rom 2. Exam

FILED  
1963 MAR -6 PM 3:33

GEORGE L. BALL III  
MILDRED ANN BALL

No. 1140

65-38  
521

PAY TO THE ORDER OF Mary Ball 7/16 19 62  
Twenty - five \$ 25.50  
and 50/100 DOLLARS

MARYLAND NATIONAL BANK  
ANNAPOLIS · MARYLAND

George L. Ball

⑆0521⑆0038⑆ ⑆902⑆51⑆218 5⑈

GEORGE L. BALL  
MILDRED ANN BALL

No. 718

65-38  
521

PAY TO THE ORDER OF Mary Ball Dec 22 19 60  
Three \$ 3.00  
and 00/100 DOLLARS

COUNTY TRUST COMPANY  
of Maryland  
ANNAPOLIS · MARYLAND

Mildred A. Ball

⑆0521⑆0038⑆

GEORGE L. BALL III  
MILDRED ANN BALL

No. 1389

65-38  
521

PAY TO THE ORDER OF Mary Ball 2/11 19 63  
Five \$ 5.00  
and 00/100 DOLLARS

MARYLAND NATIONAL BANK  
ANNAPOLIS · MARYLAND

George L. Ball

⑆0521⑆0038⑆ ⑆902⑆51⑆218 5⑈

GEORGE L. BALL III  
MILDRED ANN BALL

No. 1219

65-38  
521

PAY TO THE ORDER OF Antionette Ball 12/12 19 62  
Seventy - two \$ 22.50  
and 50/100 DOLLARS

MARYLAND NATIONAL BANK  
ANNAPOLIS · MARYLAND

Mildred Ann Ball

⑆0521⑆0038⑆ ⑆902⑆51⑆218 5⑈

# COUNTY TREASURER

ANNE ARUNDEL COUNTY  
ANNAPOLIS, MARYLAND

DATE \_\_\_\_\_

LIBER 152 PAGE 469

EDWARD N.C. BRADLEY  
COUNTY TREASURER  
COURT HOUSE  
ANNAPOLIS, MARYLAND

Dear Sir:

The undersigned desires the status of taxes on the following account:

Assessed to:

Signature of applicant:

District	Account No.	Assessment
6 Ch	Current Year	

## DESCRIPTION OF PROPERTY:

				Taxes		
509 Chesapeake Ave.				1st	Co.	2nd
Dist - 2	1947	Land 511.	Lease 2310.	Total 2821-	292	60.37 B 63.19
	1948	511.	2310.	2821	3.14	49.65 52.79
	1949	511.	2310.	2821	3.15	53.32 56.47
	1950	511	2310	2821	3.50	49.82 52.02
	1951	511	2310	2821	1.69	47.27 49.08
Dist - 6	1952	865	3915	4780	299	70.27 73.26
	1953	865	3915	4780	2.89	78.87 81.76
	1954	865	3915	4780	2.71	78.87 81.58
	1955	865	3915	4780	5.26	78.97 84.12
	1956	1005	4010	5015	5.47	84.75 90.22
	1957	1005	4010	5015	7.15	85.26 92.41
	1958	1005	4010	5015	7.15	85.76 92.91
	1959	1005	4010	5015	6.73	87.26 93.99

Year	Paid	Year	Open
1960	1005	4010	5015
1961	1005	4010	5015
1962	1005	4010	5015
Amount	1205	Amount	6015
1963			9.02

Information given by:

Examiner's Exhibit No 6

Bill. Bill. E. No 15363

John S. Brown L. Exam.

FILED

1963 MAR -6 PM 3:33

29

MUNICIPAL BUILDING OFFICE OPEN DAILY FROM 9 A. M. TO 4 P. M.		<b>TAX LEVY, 1951</b> TO MAYOR & ALDERMAN OF ANNAPOLIS, MD., OR.		MAKE REMITTANCE PAYABLE TO COLLECTOR & TREASURER OF THE CITY OF ANNAPOLIS, MD.			
Jan.-10-53 Paid 10.18	Interest will be charged as follows:			<b>DO NOT DETACH THIS STUB</b>	<b>RETAIN THIS BILL PRESENT WITH YOUR PAYMENT</b>	AMOUNT	INTEREST & PENALTY
	August None	February 2½%	City Tax 1.12.2.....			2821	
	September None	March 3 %	Metropolitan Sewerage				
	October ½ %	April 3½%	Com. Tax .....			9.59	
	November 1 %	May 4 %					
December 1½%	June 4½%						
GEORGE L. & MARY T. BALL 509 CHESAPEAKE AVE. ANNAPOLIS, MD.  PART OF LOT 15 62x 164 & IMPROVEMENT BLK 220-1 CHESAPEAKE AVE. 509			TOTAL TAX	37.80			
			INTEREST				
			TOTAL	18.90	.28		
			FAILURE TO RECEIVE A BILL BY MAIL IS NO EXCUSE FOR NOT PAYING TAXES. IN- TEREST OR PENALTY		INDEX NUMBER  3634		
ASSESS- MENT	LAND 511	IMPROVEMENT 2310	PERSONAL	TOTAL 2821			
City Tax Rate is \$1.00 on each \$100 of Assessment. Metropolitan Sewerage Com. Tax of 34 cents per \$100 on Assessment This Tax Bill is for the fiscal year July 1, 1951 to June 30, 1952							

Examiner's Exhibit No 7  
 Ball v. Ball, E No 15,363  
 J. S. Rouse L. Exam.

FILED

1963 MAR -6 PM 3:32

**TAX BILL**CITY OF ANNAPOLIS  
MUNICIPAL BUILDING**1952**

GEORGE BALL 509 CHESAPEAKE AVE. ANNAPOLIS, MD.  PT. OF LOT 15 62 x 164 & IMPROVEMENT BLK 220-1 CHESAPEAKE AVE 509		FOR THIS YEAR'S TAXES ONLY	MO.	INTEREST	FOR OFFICE USE ONLY	
			OCT.	1/2%		
			NOV.	1%		
			DEC.	1 1/2%		
			JAN.	2%	Jan.-10-53-Paid-	65.01
			FEB.	2 1/2%		
			MAR.	3%		
			APR.	3 1/2%		
			MAY	4%		
			JUNE	4 1/2%		
ASSESSMENT		INDEX NUMBER				
4780		4780		3631		
FAILURE TO RECEIVE A BILL BY MAIL IS NO EXCUSE FOR NOT PAY- ING TAXES, INTEREST OR PENALTY.	THIS TAX BILL IS FOR THE FISCAL YEAR JULY 1, 1952 TO JUNE 30, 1953		RATES PER \$100.00 VALUATION CITY TAX - - - - - \$1.00 MET. SEW. COMM. TAX .34 TOTAL TAX RATE \$1.34			
TOTAL VALUATION	REAL PROPERTY TAX	PERSONAL PROPERTY TAX	TOTAL TAX		ACCOUNT NO.	
4780	64.05		64.05 .96 Int. 65.01			

DO NOT DETACH STUB

OFFICE HOURS  
DAILY: 9 A.M. TO 4 P.M.  
SATURDAY: 9 A.M. TO 12 NOONDUPLICATE  
RECEIPTPRESENT THIS BILL  
WITH YOUR PAYMENT  
MAKE REMITTANCE PAYABLE TO  
COLLECTOR AND TREASURER OF THE  
CITY OF ANNAPOLIS**TAX BILL**CITY OF ANNAPOLIS  
MUNICIPAL BUILDING**1953**

GEORGE BALL 3rd. 509 CHESAPEAKE AVE. ANNAPOLIS, MD.  PT. OF LOT 15 62x164 & IMPROVEMENT CHESAPEAKE AVE. 509		For this Year's taxes only	MO.	INTEREST	FOR OFFICE USE ONLY	
			Oct.	1/2%		
			Nov.	1%		
			Dec.	1 1/2%		
			Jan.	2%		
			Feb.	2 1/2%		
			Mar.	3%	APRIL-7-55Paid-	72.75
			Apr.	3 1/2%		
			May	4%		
			June	4 1/2%		
ASSESSMENT		INDEX NUMBER				
865 3915 4780		3651				
Failure to Receive a Bill by Mail is No Excuse for Not Pay- ing Taxes, Interest or Penalty.	This Tax Bill is for the Fiscal Year July 1, 1953 to June 30, 1954		RATES PER \$100.00 VALUATION CITY TAX - - - - - \$1.00 METRO SEWER TAX .34 RECREATION - - - .05 TOTAL TAX RATE - \$1.39			
TOTAL VALUATION	Real Property Tax	Personal Property Tax	TOTAL TAX			
4780	66.44		66.44 6.31 Int. 72.75			

DO NOT DETACH STUB

OFFICE HOURS  
Daily: 9 A. M. to 4 P. M.  
Saturday: 9 A. M. to 12 NoonDUPLICATE  
RECEIPTMake Remittance Payable to  
COLLECTOR AND TREASURER OF THE  
CITY OF ANNAPOLIS

## TAX BILL

CITY OF ANNAPOLIS  
MUNICIPAL BUILDING

1954

GEORGE BALL 3rd.  
509 CHESAPEAKE AVE.PART OF LOT 15 62 x 164  
& IMPROVEMENT BLK 220-1  
CHESAPEAKE AVE 509

For this year's taxes only	MO.	INTEREST	FOR OFFICE USE ONLY	
	Oct.	1/2 %		
	Nov.	1 %		
	Dec.	1 1/2 %		
	Jan.	2 %		
	Feb.	2 1/2 %		
	Mar.	3 %		
	Apr.	3 1/2 %	APRIL -7-55-	PAID-68.43
	May	4 %		
	June	4 1/2 %		

ASSESSMENT

INDEX NUMBER

865

3915

4780

3656

Failure to Receive a  
Bill by Mail is No  
Excuse for Not Pay-  
ing Taxes, Interest  
or Penalty.This Tax Bill is for the Fiscal Year  
July 1, 1954 to June 30, 1955

RATES PER \$100.00 VALUATION  
CITY TAX ..... \$1.00\*  
METRO SEWER TAX ..... .34  
RECREATION ..... .05  
TOTAL TAX RATE ..... \$1.39  
\*Includes 22c to cover deficit in sewer department

TOTAL VALUATION	Real Property Tax	Personal Property Tax	TOTAL TAX
4780	66.44		66.44 1.99 Int. 68.43

DO NOT DETACH STUB

OFFICE HOURS  
Daily: 9 A. M. to 4 P. M.  
Saturday: 9 A. M. to 12 NoonPRESENT THIS BILL  
WITH YOUR PAYMENT  
DUPLICATE  
RECEIPT

Make Remittance Payable to

COLLECTOR AND TREASURER OF THE  
CITY OF ANNAPOLIS

## TAX BILL

CITY OF ANNAPOLIS  
MUNICIPAL BUILDING

1955

GEORGE BALL 3rd.  
509 CHESAPEAKE AVE.PT OF LOT 15 62 x 164  
& IMPROVEMENT BLK 220-1  
CHESAPEAKE AVE. 509

For this year's taxes only	MO.	INTEREST	FOR OFFICE USE ONLY	
	Oct.	1/2 %		
	Nov.	1 %		
	Dec.	1 1/2 %		
	Jan.	2 %		
	Feb.	2 1/2 %		
	Mar.	3 %		
	Apr.	3 1/2 %		
	May	4 %	May-22-57-	PAID-73.08
	June	4 1/2 %		

ASSESSMENT

INDEX NUMBER

865

3915

4780

3659

Failure to Receive a Bill  
by Mail is No Excuse for  
Not Paying Taxes, Interest  
or Penalty.This Tax Bill is for the Fiscal Year  
July 1, 1955 to June 30, 1956Current Tax Rate is shown on  
enclosure herewith.

TOTAL VALUATION	Real Property Tax	Personal Property Tax	TOTAL TAX
4780	66.44		66.44 6.64 Int. 73.08

DO NOT DETACH STUB

OFFICE HOURS  
Daily: 9 A. M. to 4 P. M.  
Saturday: 9 A. M. to 12 NoonPRESENT THIS BILL  
WITH YOUR PAYMENT  
DUPLICATE  
RECEIPT

Make Remittance Payable to

COLLECTOR AND TREASURER OF THE  
CITY OF ANNAPOLIS



## TAX BILL

CITY OF ANNAPOLIS  
MUNICIPAL BUILDING

1956

GEORGE BALL 3RD  
509 CHESAPEAKE AVE  
ANNAPOLIS MDPART OF LOT 15 62 X 164  
& IMPROVEMENT BLK 220-1  
CHESAPEAKE AVE 509

ASSESSMENT

1005

4010

5015

For this year's taxes only

MO.	INTEREST
Oct.	1/2 %
Nov.	1 %
Dec.	1 1/2 %
Jan.	2 %
Feb.	2 1/2 %
Mar.	3 %
Apr.	3 1/2 %
May	4 %
June	4 1/2 %

FOR OFFICE USE ONLY

Apr.-29-58 Paid-111\*76.32

INDEX NUMBER

250

Failure to Receive a Bill  
by Mail is No Excuse for  
Not Paying Taxes, Interest  
or Penalty.This Tax Bill is for the Fiscal Year  
July 1, 1956 to June 30, 1957Current Tax Rate is shown on  
enclosure herewith.

TOTAL VALUATION

Real Property Tax

Personal Property Tax

TOTAL TAX

5015

69.70

69.70

6.62 Int.

76.32

DO NOT DETACH STUB

OFFICE HOURS

Daily: 9 A. M. to 4 P. M.  
Saturday: 9 A. M. to 12 NoonDUPLICATE  
PRESENT THIS BILL  
WITH YOUR PAYMENT  
RECEIPTMake Remittance Payable to  
COLLECTOR AND TREASURER OF THE  
CITY OF ANNAPOLIS

## TAX BILL

CITY OF ANNAPOLIS  
MUNICIPAL BUILDING

1957

GEORGE BALL 3RD  
509 CHESAPEAKE AVE  
ANNAPOLIS MDPART OF LOT 15 62 X 164  
& IMPROVEMENT BLK 220-1  
CHESAPEAKE AVE 509

ASSESSMENT

1005

4010

5015

For this year's taxes only

MO.	INTEREST
Oct.	1/2 %
Nov.	1 %
Dec.	1 1/2 %
Jan.	2 %
Feb.	2 1/2 %
Mar.	3 %
Apr.	3 1/2 %
May	4 %
June	4 1/2 %

FOR OFFICE USE ONLY

May-22-59-Paid-059\*85.50

INDEX NUMBER

291

Failure to Receive a Bill  
by Mail is No Excuse for  
Not Paying Taxes, Interest  
or Penalty.This Tax Bill is for the Fiscal Year  
July 1, 1957 to June 30, 1958Current Tax Rate is shown on  
enclosure herewith.

TOTAL VALUATION

Real Property Tax

Personal Property Tax

TOTAL TAX

5015

77.73

77.73

7.77 Int.

85.50

DO NOT DETACH STUB

OFFICE HOURS

Daily: 9 A. M. to 4 P. M.  
Saturday: 9 A. M. to 12 NoonDUPLICATE  
PRESENT THIS BILL  
WITH YOUR PAYMENT  
RECEIPTMake Remittance Payable to  
COLLECTOR AND TREASURER OF THE  
CITY OF ANNAPOLIS

## TAX BILL

CITY OF ANNAPOLIS  
MUNICIPAL BUILDING

1958

GEORGE BALL 3RD 509 CHESAPEAKE AVE ANNAPOLIS MD  PART OF LOT 15 62 X 164 & IMPROVEMENT BLK 220-1 CHESAPEAKE AVE 509			For this year's taxes only	MO.	INTEREST	FOR OFFICE USE ONLY	
				Oct.	1½%		
				Nov.	1%		
				Dec.	1½%		
				Jan.	2%		
				Feb.	2½%		
				Mar.	3%		
				Apr.	3½%		
				May	4%		
				June	4½%		
ASSESSMENT			INDEX NUMBER				
1005	4010	5015	232				
Failure to Receive a Bill by Mail is No Excuse for Not Paying Taxes, Interest or Penalty.	This Tax Bill is for the Fiscal Year July 1, 1958, to June 30, 1959		Current Tax Rate is shown on enclosure herewith				
	TOTAL VALUATION	Real Property Tax	Personal Property Tax	TOTAL TAX			
5015	77.73		77.73 8.94 Int. 86.67				

**DO NOT DETACH STUB**

OFFICE HOURS  
Daily: 9 A. M. to 4 P. M.  
Saturday: 9 A. M. to 12 Noon

**DUPLICATE RECEIPT**  
PRESENT THIS BILL WITH YOUR PAYMENT

Make Remittance Payable to  
COLLECTOR AND TREASURER OF THE  
CITY OF ANNAPOLIS

Aug-24-60-Paid-060\*86.67

## TAX BILL

CITY OF ANNAPOLIS  
MUNICIPAL BUILDING

1959

GEORGE BALL 3RD 509 CHESAPEAKE AVE ANNAPOLIS MD  PART OF LOT 15 62 X 164 & IMPROVEMENT BLK 220-1 CHESAPEAKE AVE 509			For this year's taxes only	MO.	INTEREST	FOR OFFICE USE ONLY	
				Oct.	1½%		
				Nov.	1%		
				Dec.	1½%		
				Jan.	2%		
				Feb.	2½%		
				Mar.	3%		
				Apr.	3½%		
				May	4%		
				June	4½%		
ASSESSMENT			INDEX NUMBER				
1005	4010	5015	241				
Failure to Receive a Bill by Mail is No Excuse for Not Paying Taxes, Interest or Penalty.	This Tax Bill is for the Fiscal Year July 1, 1959, to June 30, 1960		Current Tax Rate is shown on enclosure herewith				
	TOTAL VALUATION	Real Property Tax	Personal Property Tax	TOTAL TAX			
5015	77.73		77.73 8.94 Int. 86.67				

**DO NOT DETACH STUB**

OFFICE HOURS  
Daily: 9 A. M. to 4 P. M.  
Saturday: 9 A. M. to 12 Noon

**DUPLICATE RECEIPT**  
PRESENT THIS BILL WITH YOUR PAYMENT

Make Remittance Payable to  
COLLECTOR AND TREASURER OF THE  
CITY OF ANNAPOLIS

Aug.-24-61-Paid-001\*86.67

## TAX BILL

CITY OF ANNAPOLIS  
MUNICIPAL BUILDING

1960

GEORGE BALL 3RD  
509 CHESAPEAKE AVE  
ANNAPOLIS MDPART OF LOT 15 62 X 164  
& IMPROVEMENT BLK 220-1  
CHESAPEAKE AVE 509

ASSESSMENT

1005

4010

5015

MO. INTEREST

Oct. ½ %

Nov. 1 %

Dec. 1½ %

Jan. 2 %

Feb. 2½ %

Mar. 3 %

Apr. 3½ %

May 4 %

June 4½ %

FOR OFFICE USE ONLY

Aug-31-62-Paid-062\*86.67

INDEX NUMBER

256

Failure to Receive a Bill  
by Mail Is No Excuse for  
Not Paying Taxes, Interest  
or Penalty.This Tax Bill Is for the Fiscal Year  
July 1, 1960, to June 30, 1961Current Tax Rate is shown on  
enclosure herewith

TOTAL VALUATION

Real Property Tax

Personal Property Tax

TOTAL TAX

5015

77.73

77.73

8.94 Int.

86.67

DO NOT DETACH STUB

OFFICE HOURS  
Daily: 8:30 AM TO 4:15 PM  
Closed SaturdaysDUPLICATE  
PRESENT THIS BILL  
WITH YOUR PAYMENT  
RECEIPT  
Note—If Check in Payment Is Not Honored  
By Bank, This Receipt Is Void

Make Remittance Payable to

COLLECTOR AND TREASURER OF THE  
CITY OF ANNAPOLIS

003329

HANDY-PAID-MFD. BY THE BALTIMORE BUSINESS FORMS CO., BALTIMORE 26, MD.



RALPH H. MENG M.D.  
SUPERINTENDENT

# SPRINGFIELD STATE HOSPITAL

TELEPHONE: STERLING 1100

SYKESVILLE, MARYLAND

OUT-PATIENT CLINIC  
2305 N. CHARLES STREET  
BALTIMORE 18, MARYLAND  
PHONE 889-7110

February 1, 1963

LIBER 152 PAGE 476

Mr. C. Osborne Duvall, Esq.

Re: Mrs. Mary Ball

Dear Mr. Duvall:

Mr. Eugene M. Childs asked us to inform you about the psychiatric condition of Mrs. Mary Ball. We understand that the bill of complaint for petition has been filed in the Circuit Court for Anne Arundel County, case No. 15363 equity. Mr. Childs has sent us a copy of the bill of complaint. We also understand that the Court appointed you as counsel for the guardian ad litem.

Mrs. Mary Ball was admitted to Springfield State Hospital on March 20, 1936, and diagnosed as Schizophrenic Reaction, Catatonic Type. Her condition gradually improved and at present she is able to live in foster care under proper supervision and continued psychiatric care. In spite of her improvement, I do not consider that Mrs. Ball fully understands the meaning of the proposed transaction. Therefore, I feel that the appointment of a committee would be in the interest of the patient.

Very truly yours,

*Rudolf Hoehn Saric M.D.*

Rudolf Hoehn-Saric, M.D.

RH

*Examined Exhibit No 8  
Ball v. Ball, Equity No. 15363  
FILED Room 2. Exam.*

1963 MAR -6 PM 9:33 COMMUNICATIONS TO THE HOSPITAL, ATTENTION OF THE WRITER  
PLEASE GIVE NAME OF PATIENT IN FULL IN EACH INQUIRY; KEEP THE HOSPITAL INFORMED AS TO CHANGE OF ADDRESS AND TELEPHONE NUMBER.

FILED

1963 FEB 11 AM 11:17

31

GEORGE L. BALL, III	LIBER 152	PAGE 477	
	*		IN THE
Plaintiff	*		CIRCUIT COURT
VS.	*		FOR
MARY S. BALL	*		ANNE ARUNDEL COUNTY
Defendant	*		NO. 15,363 EQUITY
	*		

\*\*\*\*\*

REPORT OF EXAMINER AND MASTER

1/4/63 Bill for Partition filed by Plaintiff against Defendant alleging that the Plaintiff and Defendant are co-owners of real estate in the City of Annapolis known as 509 Chesapeake Avenue and alleging further that property is incapable of division in kind without loss to the parties and asking that the property be sold under direction of the Court and that the proceeds from the sale be divided between the parties "after due allowance is made for the improvements and expenses which have been supplied by the Plaintiff".

1/12/63 Defendant personally served.

1/23/63 Petition filed by Plaintiff asking appointment of a Guardian Ad Litem for the Defendant because of the "uncertainty of the Defendant's mental competency".

1/23/63 Court Order appointing Ernest Florestano as Guardian Ad Litem and C. Osborne Duvall as counsel for Guardian Ad Litem.

2/11/63 Answer filed by Guardian Ad Litem.

3/1/63 Testimony taken before Examiner.

Substance of Testimony:

Property in question originally owned by Defendant and her husband by virtue of a deed dated May 4, 1934 recorded in Liber W.M.B. No. 125, folio 97 (Exhibit 1). Thereafter, Defendant and her husband were divorced a vinculo by Decree of this Court dated 7/24/47, Divorces 3020 (Exhibit 2). Thereafter, Defendant's husband (father of the Plaintiff) remarried and then died intestate leaving as his sole heirs his second wife and the Plaintiff. Thereafter, the Plaintiff acquired from the second wife all her interest in the property by deed (See Exhibit No. 3 to be filed). The Plaintiff further testified that since the death of his father he had made improvements to the house consisting in putting on asbestos siding at a cost of \$580.00 (See Exhibit 4); that

ROUSE, MORTON  
AND BEARDMORE  
ANNAPOLIS, MARYLAND  
ATTORNEYS AT LAW

FILED

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32

following the death of his father, the Plaintiff paid taxes on the property (See Exhibit 6) and (Exhibit 7 to be filed); that the Defendant had been a patient at Springfield State Hospital for a number of years and at the time of the hearing was an out-patient of the Hospital (See Exhibit 8); that the property in question is currently rented for \$90.00 a month, a portion of which rental the Plaintiff has been paying to the Defendant (See Exhibit 5).

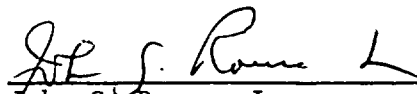
The Plaintiff further testified that the property could not be divided in kind between him and his mother without loss or damage.

J. Willis Martin, Jr., an insurance agent, testified, that in his opinion, the value of the house exclusive of the lot, was \$14,021.00 and that the property was incapable of being divided without damage to the parties. Maurice C. Ogle, a real estate appraiser, stated that in his opinion, the fair market value of the house and lot was \$14,000.00 and that the property was not capable of being divided in kind without damage to the parties.

The Bill of Complaint and the foregoing proof comply with the provisions of Section 154 of Article 16 relating to Partition, it being shown that the Plaintiff and Defendant own the land mentioned in the proceedings as tenants in common and that the same cannot be divided without loss or injury to the parties.

Case ready for Decree March 18 , 1963.

Attached form of Decree is recommended.

  
John G. Rouse, Jr.  
Examiner and Master

GEORGE L. BALL, III,  
Plaintiff

VS.

MARY S. BALL,  
Defendant

\*

\*

\*

\*

\*

\*

IN THE  
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY  
No. 15,363 EQUITY

\*\*\*\*\*

DECREE

This cause standing ready for hearing and being submitted, all of the proceedings were, by the Court, read and considered

It is thereupon this 19<sup>th</sup> day of March, 1963, by the Circuit Court for Anne Arundel County,

ADJUDGED, ORDERED and DECREED that the property mentioned in these proceedings be sold at public or private sale, and if at private sale, for not less than the appraised value thereof and that Eugene M. Childs be, and he is hereby, appointed Trustee to make such sale and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court in the penalty of Fourteen Thousand (\$14,000.00) Dollars conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future Order or Decree in the premises; he shall then proceed to make the sale and if at public sale by giving at least 3 weeks' notice by advertisement of the time, place and terms of sale in a newspaper published in Anne Arundel County, and such other notice as he may think proper, the terms of which said sale shall be as follows: a deposit of 10% of the amount of the purchase money

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1963 MAR 19 PM 1:59

34

shall be paid in cash on the day of sale and the balance shall be paid in cash on the final ratification of such sale by this Court, or all cash at the option of the purchaser, any deferred payment to bear interest from the date of sale at the rate of 6%.

And as soon as may be convenient after said sale, the Trustee shall return to this Court a full and particular account of the sale with an affidavit of the truth thereof and of the fairness of such sale annexed. And on ratification of such sale by this Court and on the payment of the whole purchase money, and not before, the Trustee, by a good and sufficient deed to be executed and acknowledged, agreeable to law, shall convey to the purchaser of such property, and to his, her or their heirs, the property so sold, free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from, or under them, or any of them.

And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting therefrom the cost of this suit and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention, and fidelity wherewith he shall appear to have discharged his trust.

  
Judge



## KNOW ALL MEN BY THESE PRESENTS:

THAT WE Eugene M. Childs

LIBER 152 PAGE 481

as principal,  
and The Hartford Accident and Indemnity Company a corporation of the State of  
Connecticut, as surety, are held and firmly bound unto the State of Maryland, in the full  
and just sum of Fourteen thousand and 00/100 (\$14,000.00) Dollars,  
current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well  
and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors  
and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with  
our seals, and dated this 26th day of March in the year  
of our Lord one thousand nine hundred and sixty-three

WHEREAS, the above bounden Eugene M. Childs Anne Arundel County  
by virtue of a decree of the Honorable Judge of the Circuit Court of Baltimore City, has been ap-  
pointed trustee to sell real estate

mentioned in the proceedings in the case of George L. Ball, III

vs.

Mary S. Ball

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Eugene M. Childs  
do and shall well and faithfully perform the trust reposed in him by said decree, or that may  
be reposed in him by any future decree or order in the premises, then the above obligation to  
be void; otherwise to be and remain in full force and virtue in law

Signed, sealed and delivered  
in the presence of

Betty Lee Hall  
Betty Lee Hall

Eugene M. Childs (SEAL)  
Eugene M. Childs

Hartford Accident and Indemnity Company (SEAL)  
Hartford Accident and Indemnity Company

By: Philip Richebourg, Att-in-fact (SEAL)  
Philip Richebourg

State of Maryland, Baltimore City, sc:

KNOW ALL MEN BY THESE PRESENTS: That the

a corporation of the State of

does hereby constitute and appoint

its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, char-  
acter and discription that are or may be required to be filed in the Circuit Court of Baltimore City,  
State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attor-  
ney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power  
shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said

duly affixed by its Vice-President and attested by its Assistant Secretary, this

day of , 19

ATTEST:

By:

Vice President

Assistant Secretary

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney.

Bond approved this 26 day of March, 1963

Laurel N. Physjes, Clerk  
34

Assistant Secretary

GEORGE L. BALL, III

Plaintiff

vs.

MARY S. BALL

Defendant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 15,363 EQUITY

\* \* \* \* \*

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Eugene M. Childs, <sup>Trustee \*</sup> ~~Conservator~~

respectfully shows:

That subsequent to his appointment as <sup>Trustee \*</sup> ~~Conservator~~, he has attempted to sell his ward's interest in the property known as 509 Chesapeake Avenue and has listed the same with various realtors in the community but has been unable to locate anyone willing to pay the appraised value which was Fourteen Thousand Dollars (\$14,000.00).

Your petitioner did not attempt to sell the property at public auction because he believed that a private sale would result in a larger amount to be realized by his ward.

His efforts at selling were further hampered by the fact that the tenants in the property became delinquent in their rent payments and he was compelled to evict them from the premises and after leaving, the premises were in such a rundown condition that it became necessary to perform considerable work in renovation, which work was actually undertaken at no cost to your petitioner's ward since they were conducted by George L. Ball, III, the ward's son.

CHILDS AND BALD  
ATTORNEYS AT LAW  
ANNAPOLIS, MD.

\* Changed by Order of Court Dec 20 - 1963 Equity 15,363

FILED

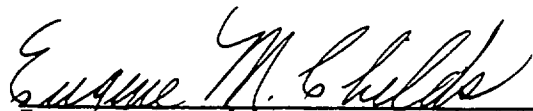
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Your petitioner has secured a contract of sale subject to the approval of this court for Twelve Thousand Nine Hundred Dollars (\$12,900.00) subject to a commission of Seven Hundred and seventy four dollars, copy of said agreement of sale is attached hereto and prayed to be taken a part hereof. Your petitioner believes that the aforementioned purchase price is as great as can be obtained for the premises and recommends to your honors that he be permitted to consummate the sale.

TO THE END, THEREFORE: That this Honorable Court may ratify and confirm the Agreement of Sale dated the 28th of October, 1963 and for such other and further relief as your Petitioner's cause may require.

Respectfully submitted,

CHILDS AND BALD

  
Eugene M. Childs



# CONTRACT OF SALE

For use only by Members of Anne Arundel County Real Estate Board, Inc.

LIBER 152 PAGE 484  
day of October

THIS AGREEMENT, made this 28th

1933, by and between **GEORGE L. BALL, III, and MILDRED A. BALL, his wife, and EUGENE MACKALL CHILDS, Trustee\*** parties

of the first part, hereinafter called SELLER, and **HENRY B. ADAMS and ARLENE V. ADAMS, his wife** parties

of the second part, hereinafter called BUYER

Witnesseth: that the said Seller hereby bargain and sell unto the said Buyer, and the Buyer do hereby purchase from the Seller — subject to any covenants and restrictions of record, easements and public utilities agreements of record (if any) and to possessory rights of tenant thereof (if any), the following described property situate and lying in Anne Arundel County, State of Maryland:

**509 Chesapeake Avenue, Eastport, Annapolis, Maryland, and being further described among the land records of Anne Arundel County in LIBER JHH 677, FOLIO 529, all in fee simple.**

At and for the price of **TWELVE THOUSAND NINE HUNDRED (\$12,900.00) & NO/100** Dollars  
of which **EIGHT HUNDRED (\$800.00) & NO/100** Dollars  
have been paid prior to the signing hereof, and the balance of said purchase money is to be paid as follows:

Balance in cash to Sellers on date of Settlement. This contract is contingent upon the Buyers being able to obtain a First Mortgage in the amount of **ELEVEN THOUSAND SIX HUNDRED (\$11,600.00) & NO/100 DOLLARS**, to be repaid in equal monthly installments of \$74.74 plus 1/12th of the fixed annual costs, with interest at 6% for a term of twenty-five (25) years, and approval of the contract by the Circuit Court for Anne Arundel County. In the event that neither condition can be fulfilled, all monies shall be refunded and this contract shall be considered null and void.

Settlement to be held and possession given on or before sixty (60) days from the date hereof.

AND upon payment as above of the unpaid purchase money, a Deed for the property shall be executed by the Seller at the Buyer's expense, which shall convey the property by a good and merchantable title to the Buyer, free of all encumbrances except as specified herein, otherwise the aforesaid deposit money shall be refunded and this contract shall become null and void.

Rent, ground rent, insurance, taxes, water rent and all other public dues and charges shall be adjusted as of date of settlement. Cost of Federal and State deed stamps is to be equally divided between the Buyer and Seller.

Time is of the essence of this Agreement, and if the terms hereof are not complied with by the Buyer, the above deposit shall be forfeited. **The risk of loss or damage of said property by fire or other casualty until time of settlement is assumed by the Sellers.**

The Seller agrees to pay to **LENORA GORDON, INCORPORATED** Realtors, the sum of **\$774.00** said Commission being due and payable upon the signing of this contract; and it is agreed that the entire deposit herein above referred to shall be held by the Broker until settlement is made.

This Contract contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.

WITNESS the hands and seals of the parties hereto,

George L. Ball, III (Seal)  
**George L. Ball, III**

Mildred A. Ball (SEAL)  
**Mildred A. Ball**

Eugene M. Childs, Trustee\* (SEAL)  
**Eugene M. Childs, Trustee\***

Henry B. Adams (SEAL)  
**Henry B. Adams**

Arlene V. Adams (SEAL)  
**Arlene V. Adams**

Bette June Hughes  
Bette June Hughes  
Bette June Hughes  
Lenora Gordon  
Lenora Gordon

GEORGE L. BALL, III

Plaintiff

vs.

MARY S. BALL

Defendant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 15,363 EQUITY

\* \* \* \* \*

ORDER

ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 6 day of November, 1963, that the sale of the property mentioned in these proceedings made and reported by Eugene M. Childs, ~~Conservator~~ <sup>Trustee</sup> for Mary S. Ball, November 5<sup>th</sup>, 1963, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 16<sup>th</sup> day of ~~November~~ <sup>December</sup> next, provided a copy of this Order be inserted in some newspaper in Anne Arundel County once a week for three successive weeks before the 16<sup>th</sup> day of ~~November~~ <sup>December</sup> next.

W. B. [Signature]  
JUDGE

Copy of Order received this  
8 day of November, 1963, for  
the Maryland Gazette.  
PER: [Signature]

FILED

1963 NOV -6 AM 10:13

40 \* Corrected by Order of Court Dec. 20-1963 Eq. 15,363

IN THE  
CIRCUIT COURT  
FOR ANNE  
ARUNDEL COUNTY  
NO. 15,363 EQUITY

**Order**

GEORGE L. BALL, 3RD  
Plaintiff  
versus  
MARY S. BALL  
Defendant

ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 6 day of November, 1963, that the sale of the property mentioned in these proceedings made and reported by Eugene M. Childs, Conservator for Mary S. Ball, November 5th, 1963, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 16th day of December next, provided a copy of this Order be inserted in some newspaper in Anne Arundel County once a week for three successive weeks before the 16th day of December next.

O. BOWIE DUCKETT  
Judge

True Copy, TEST:  
LOUIS N. PHIPPS  
Clerk

D-5

OFFICE OF

**Maryland Gazette**

Published by  
THE CAPITAL-GAZETTE PRESS, INC.  
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 152 PAGE 486

**CERTIFICATE OF PUBLICATION**

Annapolis, Md., December 6, 1963

We hereby certify, that the annexed \_\_\_\_\_

Order  
No. 15,363 Eq.  
George L. Ball III vs  
Mary S. Ball

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4 \_\_\_\_\_

successive weeks before the 16th \_\_\_\_\_

day of December \_\_\_\_\_, 1963. The first

insertion being made the 14th \_\_\_\_\_ day of

November \_\_\_\_\_, 1963.

FILED THE CAPITAL-GAZETTE PRESS, INC.

41 No. M. G. 7363 1963 DEC -9 AM 10:46

By H. Tilghman

GEORGE L. BALL, III	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
MARY S. BALL	*	ANNE ARUNDEL COUNTY
Defendant	*	
* * * * *		

ORDER OF RATIFICATION

Re: 509 Chesapeake Avenue  
Annapolis, Maryland

ORDERED BY THE COURT, This 17<sup>th</sup> day of December, 1963, that the sale made and reported by the Conservator, Eugene M. Childs, for Mary S. Ball, be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Conservator allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

E. Bruce Dumbett  
JUDGE

FILED  
DEC 17 1963

GEORGE L. BALL, III	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
MARY S. BALL	*	NO. 15,363 EQUITY
Defendant	*	

\* \* \* \* \*

PETITION TO CORRECT PROCEEDINGS

TO THE HONORABLE, THE JUDGES OF SAID COURT:


The petition of Eugene M. Childs, Trustee respectfully represents unto your Honors:

1. That he was appointed trustee to make sale of the property described in these proceedings and is also acting in the capacity of Conservator for Mary S. Ball in cause No. 15,361 Equity, Circuit Court for Anne Arundel County.

2. In the course of filing papers in the within cause, it is evident that through inadvertence, some of the documents filed in this cause recited your petitioner as Conservator for Mary S. Ball rather than trustee.

3. In order to correct the record in the within cause, your petitioner requests your Honors to authorize him to make the change wherever it occurs in the documents previously filed herein to read trustee rather than Conservator.

Respectfully submitted,

  
Eugene M. Childs

O R D E R

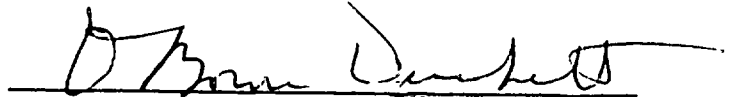
ORDERED this 20<sup>th</sup> day of December, 1963, on the foregoing Petition, by the Circuit Court for Anne Arundel

FILED  
DEC 20 AM 10:49



LIBER 152 PAGE 489

County in Equity, that Eugene M. Childs, Trustee, be, and he is hereby authorized to revise where necessary, the proceedings filed herein to indicate his true capacity as trustee rather than Conservator.

  
JUDGE

CHILDs AND BALD  
ATTORNEYS AT LAW  
ANNAPOLIS, MD.

FILED  
1963 DEC 23 AM 9:43

In the Case of

LIBER 152 PAGE 490

GEORGE L. BALL, III

VS.

MARY S. BALL

In the  
Circuit Court

For

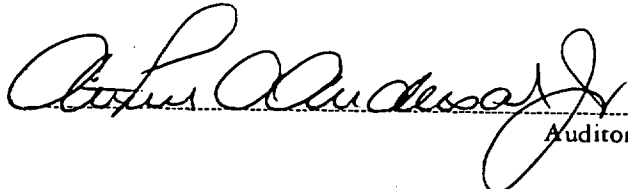
Anne Arundel County

No. 15,363 Equity

To the Honorable, the Judges of said Court:

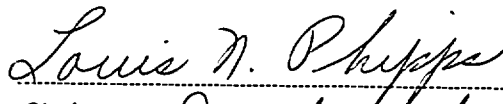
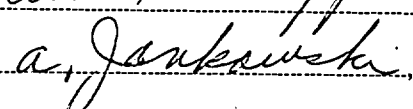
The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.

  
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 17<sup>th</sup> day of March, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

  
Clerk  
Per: , deputy

FILED

504 MAR 17 PM 4:04

4/4  
Dr. George L. Ball, III  
vs.  
Mary S. Ball

LIBER 152 PAGE 491

In Acct. with Eugene M. Childs, Trustee

Cr.

By	Amount of Sale, as per Trustee's Report of Sale fd.			12,900 00		
					12,900 00	
To	Trustee, for commission, viz:	417 00				
				417 00		
To	Trustee, for court costs, viz:					
	Plaintiff's solicitor appearance fee	10 00				
	Defendant's solicitor appearance fee	10 00				
	Clerk, court costs	71 00				
	E.G. Miller, Sheriff of Baltimore County	2 00				
	John G. Rouse, Jr., Examiner's fee	25 00				
	Shirley Miller, Stenographer's fee	10 00				
	Ernest Florestano, Guardian ad litem	4 00				
	C. Osborne Duvall, Counsel fee as per Order of					
	Court 1/31/64	75 00				
	Auditor, this account	45 00				
				252 00		
To	Trustee for expenses, viz:					
	Capital-Gazette Press, Inc., Adv. & Nisi - sale	53 52				
	Lenora Gordon, Inc., commission	774 00				
	J. Willis Martin, appraisal	25 00				
	Maurice C. Ogle, appraisal	25 00				
	Hartford Accident & Indemnity Co. - bond	56 00				
	1962 City of Annapolis taxes	83 56				
	Adjustment, 1963 City of Annapolis taxes	44 33				
	Adjustment, 1963 State & County taxes	134 87				
	Adjustment, insurance premium	10 00				
	Adjustment, current water bill	5 53				
	$\frac{1}{2}$ Federal & State Revenue Stamps	21 45				
	Photocopies & certification	7 50				
				1,240 76		
	Balance for distribution \$10,990.24					
	DISTRIBUTION					

12,900	00
--------	----

THOMAS C. CARLIN  
4210 Wilkens Avenue  
Baltimore 29, Maryland

Complainant

vs

ITALO BROCCOLINO and  
LIDIA BROCCOLINO, his wife  
2605 E. Monument Street  
Baltimore, Maryland 21205

DONALD THOMAS BOLGER and  
ELIZABETH R. BOLGER, his wife,  
Armistead Way  
Baltimore, Maryland 21205

EDITH H. TYLER  
1267 Battery Avenue  
Baltimore, Maryland 21230

GEORGE C. DEWEY and  
FRANCES S. DEWEY, his wife  
153 Hillcrest Road  
San Carlos, California

Non-Residents

AUGUST H. WAGENER  
RFD #2, Cape St. Claire  
Annapolis, Maryland

CAPE ST. CLAIRE IMPROVEMENT ASSOCIATION  
P. O. Box 1808  
Annapolis, Maryland

JAMES T. YOUNG and  
MARYLENE E. YOUNG, his wife  
Route No. 1, Box 318-R  
Severn, Maryland

NABROSKY LOVEJOYE  
681 West Mulberry Street  
Baltimore, Maryland 21201

and any and all unknown heirs, alienees, devisees and assignees of the foregoing and any and all persons whether residents of the State of Maryland or not, or bodies corporate, being or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

Third District Cert. No. 3766-B,  
Lot 19, Blk. T, Plat 2, as shown on a plat  
of Cape St. Claire (Plat Book 21, folio 39.)

Third District Cert. No. 3767-B,  
Lot 22, Blk D.D.D. as shown on Plat 5, Cape

IN THE

CIRCUIT COURT

for

ANNE ARUNDEL COUNTY

IN EQUITY

Equity Docket No folio

Case No. 16,004

FILED

NOV 29 AM 10:33

St. Claire (Plat Book 21, folio 48.)

Third District Cert. No. 3768-B;  
 Lot 43, Section L.L. as shown on a plat of \*  
 Glen Burnie Heights (Plat Book 16 folio 19.) \*

Third District Cert. No. 3769-B;  
 Lots 16 and 17, Blk. P.P. as shown on Plat \*  
 3 of Cape St. Claire (Plat Book 21, folio 45.) \*

Third District Cert. No. 3770-B; and  
Cert. No. 3771-B; \*  
 Lots 74 and 75, Blk J, as shown on the  
 Plat of Section 1, Deep Creek, Subdivision of \*  
 Cape St. Claire (Plat Book 22, folio 20.) \*

Third District Cert. No. 3775-B;  
 Lot 76 as shown on a Revised Plat 1, Rock \*  
 Creek Park (Plat Book 24 folio 13 .) \*

Fourth District Cert. No. 3776-B;  
 Lot 94, Block 62, as shown on the plat of \*  
 Alberta Heights (Plat Book 18, folio 34.) \*

Respondents \*

\*\*\*\*\*

BILL OF COMPLAINT TO FORECLOSE EQUITY REDEMPTION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The complainant, Thomas C. Carlin, by George Toda, his Solicitor,  
 respectfully represents unto this Honorable Court:

1. That on or about the eighth day of October, 1962, Edward N. C. Bradley, the Collector of Taxes for the State of Maryland and the County of Anne Arundel, sold at public auction, for State and County taxes in arrears, unto Thomas C. Carlin, the following described properties and issued to him Certificates of Tax Sale numbers as hereinafter set forth which Certificates are herewith filed and marked "Complainant's Exhibits" as hereinafter set forth, and said Certificates are prayed to be taken as part hereof as if herein fully incorporated.

2. That the Complainant is now the hold of said Certificates of Tax Sale subject to the owners' rights of redemption, as set forth in Chapter 761 of the Acts of 1943 and Acts Amendatory thereof, the following described properties which descriptions are substantially the same which appear on the Collector's Tax Rolls.

Certificate No. 3766-B: Lot 19, Blk T, Plat 2, GTC 1099/584,

as shown on the plat of Cape St. Claire, Third District, A. A. County, and assessed to Italo Broccolino and Lidia Broccolino. (Complainant's Exhibit "A")

Certificate No. 3767-B: Lot 22, Blk DDD, Plat 5, in GTC 1331, folio 3, as shown on the plat of Cape St. Claire, Third District, A. A. Co., assessed to Donald Thomas Bolger. (Complainant's Exhibit "B")

Certificate No. 3768-B: Lot 43, Sec. LL as shown on the Plat of Glen Burnie Heights, Third District, A. A. Co., assessed to Edith H. Tyler. (Complainant's Exhibit "C")

Certificate No. 3769-B: Lots 16 and 17, Blk PP, Plat 3, in GTC 946, folio 521, as shown on the Plat of Cape St. Claire, Third District, A. A. Co., assessed to George C. Dewey and Frances S. Dewey. (Complainant's Exhibit "D")

Certificate No. 3770-B:  
and  
Certificate No. 3771-B: Lots 74 and 75, Blk J, Sec. 1, GTC 1121, folio 105, Deep Creek Subdivision, as shown on the Plat of Cape St. Claire, Third District, A. A. Co., assessed to August H. Wagener. (Complainant's Exhibits "E" and "F" )

Certificate No. 3775-B: Lot 76, GTC 963, folio 333 as shown on the Plat of Rock Creek Park, Third District, A. A. Co., assessed to James T. Young and M. E. Young. (Complainant's Exhibit "G")

Certificate No. 3776-B: Lot 94, Blk. 62, situated in Alberta Heights., Fourth District, A. A. Co., assessed to Nabrosky Lovejoye. (Complainant's Exhibit "H")

3. That the Land Records of Anne Arundel County, the Records of the Register of Wills of Anne Arundel County and the Records of the Law and Equity Courts of Anne Arundel County, fail to disclose any open mortgage or any encumbrances which would affect the aforesaid lots of ground, except as to Cape St. Claire maintenance charges. The collector of said charges being Cape St. Claire Improvement Association which association is joined herein.

4. That the amounts necessary for the redemption of the aforesaid properties are the purchase price of said properties plus six per cent interest from the date of payment by your Complainant to the date of redemption, together

with all taxes, interest and penalties paid as to said property herein subsequent to the date of sale of said property together with all other amounts expended by your Complainant as to the aforesaid properties under the provisions of the aforesaid Chapter 761 of the Acts of 1943 and Acts Amendatory thereof, as hereinbefore mentioned and as set forth in your "Complainant's Exhibits "A-1" through "H-1" which are herein filed and which are prayed to be taken as a part hereof as if herein fully incorporated.

5. That the said sums have not been paid, nor have the properties hereinbefore mentioned been redeemed, by any party in interest although more than a year and a day from the date of the aforementioned sale thereof has expired.

That the said George C. Dewey and Frances S. Dewey, his wife, are non-residents of the State of Maryland according to the tax records of Anne Arundel County and pursuant to the Maryland Rules of Procedure, Rule 105, Section "E", your Complainant has mailed to the Respondents, George C. Dewey and Frances S. Dewey, his wife, by registered mail, a copy of the Bill of Complaint, Order of Publication, and Statement of the amount necessary to redeem the property described in Certificate of Tax Sale No. 3769-B, as aforesaid.

TO THE END THEREFORE:

(a) That the Court pass a final decree foreclosing all rights of redemption of the Respondents, or any of them, in and to said properties and direct that the Treasurer of Anne Arundel County prepare, execute and deliver to the Complainant, Thomas C. Carlin, his Deed in fee simple to said properties upon payment of the purchase money due on the purchase price of the property if any balance there be due together with all taxes and other County Municipal liens and interest and balances thereon accruing subsequent to the date of sale.

(b) That all claims of any person or persons having or claiming to have any interest in said properties may be foreclosed and quieted in your Orator , and that there be vested in your Orator an absolute and indefeasible title in fee simple in and to the said properties subject to any public easements to which the properties may be subjected.

(c) That an Order of Publication may be passed giving notice to the said Respondents and to any and all parties having or claiming to have an interest in and to the aforesaid properties of the object and substance of the



Bill of Complaint and commanding them to be and appear in this Court in person or by Solicitor on some certain date to be named therein and show cause, if any, they, or any of them, may have, why a decree should not be passed and granted as prayed.

(d) And that your Orator may have such other and further relief as his cause may require.

AND AS IN DUTY BOUND, ETC.

Thomas C. Carlin  
Thomas C. Carlin

George Toda  
George Toda, Esquire  
733 Title Building  
Baltimore, Maryland 21202  
Lexington 9-1245

Solicitor for Complainant

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 27th day of November, in the year one thousand nine hundred and sixty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, the undersigned Officer, personally appeared THOMAS C. CARLIN, Complainant, and made oath in due form of law that the matters and facts as hereinabove set forth are true to the best of his knowledge, information and belief.

AS WITNESS: My hand and Notarial Seal

Sue Ann Shover  
Notary Public

My commission expires: May 3, 1965.

Nº 3766 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY

BOOK 152 PAGE 498

I, \_\_\_\_\_ County Treasurer \_\_\_\_\_, Collector of Taxes for the State of Maryland and the  
County of Anne Arundel, hereby certify that on October \_\_\_\_\_, I sold to Thomas  
C. Carlin 4210 Wilham Ave, Belts 29, Md.  
at public auction for the sum of 100 Dollars and  
00 Cents, of which 36.27 Dollars has been paid as a deposit on the property

in Dist 3 described as Lot 19 Belts T plat 2  
A.T.C. 1099-584 as shown on the plat of Cape St Claire

and assessed to State & Lucia Buccolino

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October \_\_\_\_\_, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Edw N C Bradley  
Collector.

State of Maryland, Anne Arundel County, Sct:

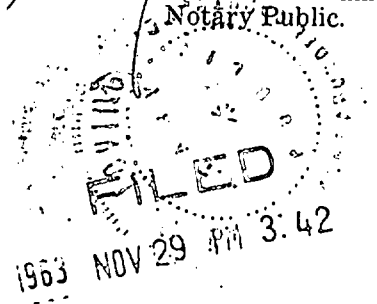
I hereby certify, that on this 8<sup>th</sup> day of October, 1963, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edw N C Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth A. Loring  
Notary Public.

My Commission Expires May 6, 1963

(COMPLAINANT'S EXHIBIT "A")



THOMAS C. CARLIN  
4210 Wilkens Avenue  
Baltimore 29, Maryland

BOOK 152 PAGE 499

Complainant

vs

ITALO BROCCOLINO and  
LIDIA BROCCOLINO, his wife  
2605 E. Monument Street  
Baltimore, Maryland 21205

and any and all unknown heirs, alienees,  
devisees and assignees of the aforesaid  
Italo Broccolino and Lidia Broccolino,  
his wife, and all persons claiming by,  
through or under them, et al.

Third District Cert. No. 3766-B;  
Lot 19, Blk T, Plat 2, as shown on a ..  
plat of Cape St. Claire (Plat Book 21,  
folio 39.)

Respondent

\*\*\*\*\*

IN THE  
CIRCUIT COURT  
for  
ANNE ARUNDEL COUNTY  
  
IN EQUITY

STATEMENT OF AMOUNT NECESSARY FOR REDEMPTION

The amount necessary for the redemption of the aforementioned property described in these proceedings is THIRTY-SIX and 27/100 .....Dollars (\$36.27), the amount of taxes due on the property plus six per cent (6%) interest from the date of payment by your Complainant to the date of redemption, together with all taxes, interest and penalties paid as to said property herein subsequent to the date of said property together with all other amounts expended by your Complainant as to the aforesaid property under the provisions of the aforesaid Chapter 761 of the Acts of 1943 and Acts of Amendatory thereof.

(COMPLAINANT'S EXHIBIT "A-1")

FILED  
1963 NOV 29 PM 3:43

Nº 3767 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY

BOOK 152 PAGE 500

I, \_\_\_\_\_ County Treasurer \_\_\_\_\_, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October \_\_\_\_\_, I sold to Thomas C. Carlin 4210 Williams Ave, Balto 29, Md. at public auction for the sum of 150 Dollars and \_\_\_\_\_

00 Cents, of which 41.94 Dollars has been paid as a deposit on the property in Lot 3 described as Lot 22 Bk DDD plat 5  
D.T.C. 1331-3 as shown on the plat of Cap. St. Claire

and assessed to Ronald Thomas Belger

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October \_\_\_\_\_, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Edw N C Bradley  
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8<sup>th</sup> day of October, 1963, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edw. N. C. Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Loring  
Notary Public.

My Commission Expires May 6, 1963

FILED

(COMPLAINANT'S EXHIBIT) NOV 29 PM 3.43

THOMAS C. CARLIN  
4210 Wilkens Avenue  
Baltimore 29, Maryland

BOOK 152 PAGE 501

Complainant

vs

DONALD THOMAS BOLGER and  
ELIZABETH R. BOLGER his wife,  
Armistead Way  
Baltimore, Maryland 21205

and any and all unknown heirs, alienees,  
devisees and assignees of the aforesaid  
Donald Thomas Bolger and Elizabeth R.  
Bolger, his wife, and all persons claim-  
ing by, through or under them, et al.

Third District Cert. No. 3767-B;  
Lot 22, Blk DDD as shown on Plat 5, Cape  
St. Claire (Plat Book 21, folio 48.)

Respondent

IN THE

CIRCUIT COURT

for

ANNE ARUNDEL COUNTY

IN EQUITY

\*\*\*\*\*

STATEMENT OF AMOUNT NECESSARY FOR REDEMPTION

The amount necessary for the redemption of the aforementioned property described in these proceedings is FORTY-ONE and 94/100 .....Dollars (\$41.94), the amount of taxes due on the property plus six per cent (6%) interest from the date of payment by your Complainant to the date of redemption, together with all taxes, interest and penalties paid as to said property herein subsequent to the date of said property together with all other amounts expended by your Complainant as to the aforesaid property under the provisions of the aforesaid Chapter 761 of the Acts of 1943 and Acts of Amendatory thereof.

(COMPLAINANT'S EXHIBIT "B-1")

FILED

1963 NOV 29 PM 3:43

# Nº 3768 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY

BOOK 152 PAGE 502

I, \_\_\_\_\_ County Treasurer \_\_\_\_\_, Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October \_\_\_\_\_, I sold to Thomas

C. Carlin 4210 Wellman Ave, Balt. Md. at public auction for the sum of 26.34 Dollars and \_\_\_\_\_

\_\_\_\_\_ Cents, of which 26.34 Dollars has been paid as a deposit on the property

in Dist. 3 described as Lot 43 Sec. L.L. as shown

on the plat of Helen Bernice Hayes.

and assessed to Edith H. Tyler

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October \_\_\_\_\_, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Edw N C Bradley  
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 21st day of October, 1943, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edw N C Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth H. Lawrence  
Notary Public.

My Commission Expires July 1, 1943

FILED

(COMPLAINANT'S EXHIBIT "60") NOV 29 PM 3:43

THOMAS C. CARLIN  
4210 Wilkens Avenue  
Baltimore 29, Maryland

BOOK 152 PAGE 503

Complainant

vs

EDITH H. TYLER  
1267 Battery Avenue  
Baltimore, Maryland 21230

and any and all unknown heirs, alienees,  
devisees and assignees of the aforesaid  
Edith H. Tyler, and all persons claiming  
by, through or under her, et al.

Third District Cert. No. 3768-B;  
Lot 43, Section L.L. as shown on a plat  
of Glen Burnie Heights (Plat Book 16 ,  
folio 19 .)

Respondent

IN THE  
CIRCUIT COURT

for

ANNE ARUNDEL COUNTY

IN EQUITY

\*\*\*\*\*

STATEMENT OF AMOUNT NECESSARY FOR REDEMPTION

The amount necessary for the redemption of the aforementioned property described in these proceedings is TWENTY-SIX and 34/100 .....Dollars (\$26.34), the amount of taxes due on the property plus six per cent (6%) interest from the date of payment by your Complainant to the date of redemption, together with all taxes, interest and penalties paid as to said property herein subsequent to the date of said property together with all other amounts expended by your Complainant as to the aforesaid property under the provisions of the aforesaid Chapter 761 of the Acts of 1943 and Acts of Amendatory thereof.

(COMPLAINANT'S EXHIBIT "C-1")

FILED  
1963 NOV 29 PM 3:43

Nº 3769 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY

BOOK 152 PAGE 504

I, \_\_\_\_\_, County Treasurer \_\_\_\_\_, Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October \_\_\_\_\_, I sold to Thomas  
C. Carlin 4210 Welles Ave. Balt 28, Md.  
at public auction for the sum of 1.00 Dollars and \_\_\_\_\_

00 Cents, of which 41.94 Dollars has been paid as a deposit on the property  
in List 3 described as Lot 16-17 Bell P.P. plat 3  
J.T.C. 946-521 as shown on the plat of Cape St. Claire

and assessed to Geo. C. + Frances L. Dewey

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October \_\_\_\_\_, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Edw. N. C. Bradley  
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 8th day of October, 1962, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edw. N. C. Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Leasing  
Notary Public.

My Commission Expires May 6, 1963

FILED

(COMPLAINANT'S EXHIBIT NOV 29 PM 3:43)



THOMAS C. CARLIN  
4210 Wilkens Avenue  
Baltimore 29, Maryland

BOOK 152 PAGE 505

Complainant

vs

GEORGE C. DEWEY and  
FRANCES S. DEWEY, his wife  
153 Hillcrest Road  
San Carlos, California

Non-Residents

and any and all unknown heirs, alienees,  
devisees and assignees of the aforesaid  
George C. Dewey and Frances S. Dewey,  
his wife, and all persons claiming by,  
through or under them, et al.

Third District Cert. No. 3769-B;  
Lots 16 and 17, Blk. P.P. as shown on  
Plat 3 of Cape St. Claire (Plat Book 21,  
folio 45.)

Respondents

IN THE

CIRCUIT COURT

for

ANNE ARUNDEL COUNTY

IN EQUITY

\*\*\*\*\*

STATEMENT OF AMOUNT NECESSARY FOR REDEMPTION

The amount necessary for the redemption of the aforementioned property described in these proceedings is FORTY-ONE and 94/100 ..... Dollars (\$41.94), the amount of taxes due on the property plus six per cent (6%) interest from the date of payment by your Complainant to the date of redemption, together with all taxes, interest and penalties paid as to said property herein subsequent to the date of said property together with all other amounts expended by your Complainant as to the aforesaid property under the provisions of the aforesaid Chapter 761 of the Acts of 1943 and Acts of Amendatory thereof.

(COMPLAINANT'S EXHIBIT "D-1")

FILED

1963 NOV 29 PM 3:43

N<sup>o</sup> 3770 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY

BOOK 152 PAGE 506

I, \_\_\_\_\_ County Treasurer \_\_\_\_\_, Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October 22, 1964, I sold to Thomas

C. Carlin 4210 Wilkens Ave, Balt 29, Md at public auction for the sum of 21.00 Dollars and 1.00

Cents, of which 21.10 Dollars has been paid as a deposit on the property

in Dist 3 described as Lot 74 Blk J, Sec 1

A.T.C. 1121-105 Deep Creek Just Div as shown on the plat of Cape St Claire.

and assessed to August H. Wayner

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 22, 1964, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_

Edw N C Bradley  
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1964, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edw N C Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth A. Levine  
Notary Public.

My Commission Expires May 6, 1963

FILED

(COMPLAINANT'S EXHIBIT) 663 "NOV 29 PM 3:43

THOMAS C. CARLIN  
4210 Wilkens Avenue  
Baltimore 29, Maryland

BOOK 152 PAGE 507\*

Complainant

vs

AUGUST H. WAGENER  
RFD #2, Cape St. Claire  
Annapolis, Maryland

and any and all unknown heirs, alienees,  
devisees and assignees of the aforesaid  
August H. Wagener, and all persons claiming  
by, through or under him, et al.

Third District Cert. No. 3770-B;  
Lot 74, Blk J. Sec. 1, Deep Creek Sub-  
division of Cape St. Claire (Plat Book 22,  
folio 20.)

Respondent

IN THE  
CIRCUIT COURT

for

ANNE ARUNDEL COUNTY

IN EQUITY

\*\*\*\*\*

STATEMENT OF AMOUNT NECESSARY FOR REDEMPTION

The amount necessary for the redemption of the aforementioned property described in these proceedings is TWENTY-ONE and 10/100 .....Dollars (\$21.10), the amount of taxes due on the property plus six per cent (6%) interest from the date of payment by your Complainant to the date of redemption, together with all taxes, interest and penalties paid as to said property herein subsequent to the date of said property together with all other amounts expended by your Complainant as to the aforesaid property under the provisions of the aforesaid Chapter 761 of the Acts of 1943 and Acts of Amendatory thereof.

COMPLAINANT'S EXHIBIT "E-1")

FILED

NOV 29 PM 3:43

Nº 3771 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY

BOOK 152 PAGE 508

I, \_\_\_\_\_ County Treasurer \_\_\_\_\_, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 21 1961, I sold to Thomas L. Carlin 42.10 Wilkes Ave., Baltimore, Md. at public auction for the sum of 21 Dollars and 10 Cents, of which 21.10 Dollars has been paid as a deposit on the property

in Dist. 3 described as Lot 75 Blk J Sec 1  
L.T.C. 1121-105 Deep Creek Sub Div as shown  
on the plat of Cape St Claire

and assessed to August H. Wagner

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October \_\_\_\_\_, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Edw. N. C. Bradley  
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 8<sup>th</sup> day of October, 1961, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward N. C. Bradley Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Leving  
Notary Public.

My Commission Expires May 6, 1963



1963 NOV 29 PM 3:43  
(COMPLAINANT'S EXHIBIT F)

THOMAS C. CARLIN  
4210 Wilkens Avenue  
Baltimore 29, Maryland

BOOK 152 PAGE 509 \*

Complainant

vs

AUGUST H. WAGENER  
RFD #2, C pe St. Claire  
Annapolis, Maryland

and any and all unknown heirs, alienees,  
devisees and assignees of the aforesaid  
August H. Wagener, and all persons claiming  
by, through or under him, et al.

Third District Cert No. 3771-B;  
Lot 75, Blk J. Sec. 1, Deep Creek Sub-  
division of Cape St. Claire (Plat Book. 22,  
folio 20.)

Respondent

IN THE

CIRCUIT COURT

for

ANNE ARUNDEL COUNTY

IN EQUITY

\*\*\*\*\*

STATEMENT OF AMOUNT NECESSARY FOR REDEMPTION

The amount necessary for the redemption of the aforementioned property described in these proceedings is TWENTY-ONE and 10/100 ..... Dollars (\$21.10), the amount of taxes due on the property plus six per cent (6%) interest from the date of payment by your Complainant to the date of redemption, together with all taxes, interest and penalties paid as to said property herein subsequent to the date of said property together with all other amounts expended by your Complainant as to the aforesaid property under the provisions of the aforesaid Chapter 761 of the Acts of 1943 and Acts of Amendatory thereof.

COMPLAINANT'S EXHIBIT "F-1")

FILED

1953 NOV 29 PM 3:43

Nº 3775 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY

BOOK 152 PAGE 510

I, \_\_\_\_\_ County Treasurer \_\_\_\_\_, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October \_\_\_\_\_, I sold to Thomas C. Carlin 7210 Wilham Ave. Belk 29, Md. at public auction for the sum of 75 Dollars and \_\_\_\_\_

00 Cents, of which 42.37 Dollars has been paid as a deposit on the property in Dist 3 described as Lt 76 S.T.C. 963 333 as shown on the plat of Rock Creek Park

and assessed to James J. & M. E. Young

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October \_\_\_\_\_, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_

Edw N C Bradley  
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 22 day of October, 1964, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edw N C Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth H. Lanning  
Notary Public

My Commission Expires May 6, 1963

FILED  
(COMPLAINANT'S EXHIBIT "G")  
1963 NOV 29 PM 3:43

THOMAS C. CARLIN  
4210 Wilkens Avenue  
Baltimore 29, Maryland

Complainant

vs

JAMES T. YOUNG and  
MARYLN E. YOUNG, his wife,  
Route No. 1, Box 318-R  
Severn, Maryland

and any and all unknown heirs, alienees,  
devisees and assignees of the aforesaid  
James T. Young and Maryln E. Young, his  
wife, and all persons claiming by, through  
or under them, et al.

Third District Cert. No. 3775-B;  
Lot 76 as shown on a Revised Plat 1, Rock  
Creek Park (Plat Book 24 folio 13 .)

Respondents

\*\*\*\*\*

STATEMENT OF AMOUNT NECESSARY FOR REDEMPTION

The amount necessary for the redemption of the aforementioned property described in these proceedings is FORTY-TWO and 37/100 .....Dollars (\$42.37), the amount of taxes due on the property plus six per cent (6%) interest from the date of payment by your Complainant to the date of redemption, together with all taxes, interest and penalties paid as to said property herein subsequent to the date of said property together with all other amounts expended by your Complainant as to the aforesaid property under the provisions of the aforesaid Chapter 761 of the Acts of 1943 and Acts of Amendatory thereof.

(COMPLAINANT'S EXHIBIT "G-1")

FILED

1963 NOV 29 PM 3:43

Nº 3776 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY

BOOK 152 PAGE 512

I, \_\_\_\_\_ County Treasurer \_\_\_\_\_, Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October \_\_\_\_\_, I sold to Homer

C. Carlin 4210 Wilham Ave. Balt. Md. at public auction for the sum of 29 Dollars and 79

\_\_\_\_\_ Cents, of which 29.79 Dollars has been paid as a deposit on the property

in Dist 4 described as Lot 94 Bk 62 situated

in Alberta Hgts.

and assessed to Nabrosky Lounge

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October \_\_\_\_\_, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Edw N C Bradley  
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 2<sup>nd</sup> day of October, 1962, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edw. N. C. Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lewis  
Notary Public.

My Commission Expires May 6, 1963

(COMPLAINANT'S EXHIBIT "H")



THOMAS C. CARLIN  
4210 Wilkens Avenue  
Baltimore 29, Maryland

BOOK 152 PAGE 513

Complainant

vs

NABROSKY LOVEJOYE  
681 West Mulberry Street  
Baltimore, Maryland 21201

and any and all unknown heirs, alienees,  
devisees and assignees of the aforesaid  
Nabrosky Lovejoye, and all persons claiming  
by, through or under him, et al.

Fourth District Cert. No. 3776-B;  
Lot 94, Block 62, as shown on the plat of  
Alberta Heights (Plat Book 18, folio 34.)

Respondent

IN THE

CIRCUIT COURT

for

ANNE ARUNDEL COUNTY

IN EQUITY

\*\*\*\*\*

STATEMENT OF AMOUNT NECESSARY FOR REDEMPTION

The amount necessary for the redemption of the aforementioned property described in these proceedings is TWENTY-NINE and 79/100 .....Dollars (\$29.79), the amount of taxes due on the property plus six per cent (6%) interest from the date of payment by your Complainant to the date of redemption, together with all taxes, interest and penalties paid as to said property herein subsequent to the date of said property together with all other amounts expended by your Complainant as to the aforesaid property under the provisions of the aforesaid Chapter 761 of the Acts of 1943 and Acts of Amendatory thereof.

(COMPLAINANT'S EXHIBIT "FILED")

1963 NOV 29 PM 3:43

21

GEORGE TODA  
Attorney  
733 Title Bldg.,  
Baltimore 2, Md.

THOMAS C. CARLIN  
4210 Wilkens Avenue  
Baltimore 29, Maryland

BOOK \* 152 PAGE 514

Complainant

vs

ITALO BROCCOLINO and  
LIDIA BROCCOLINO, his wife  
2605 E. Monument Street  
Baltimore, Maryland 21205

DONALD THOMAS BOLGER and  
ELIZABETH R. BOLGER, his wife,  
Armistead Way  
Baltimore, Maryland 21205

EDITH H. TYLER  
1267 Battery Avenue  
Baltimore, Maryland 21230

GEORGE C. DEWEY and  
FRANCES S. DEWEY, his wife  
153 Hillcrest Road  
San Carlos, California

Non-Residents

AUGUST H. WAGENER  
RFD #2, Cape St. Claire  
Annapolis, Maryland

CAPE ST. CLAIRE IMPROVEMENT ASSOCIATION  
P. O. Box 1808  
Annapolis, Maryland

JAMES T. YOUNG and  
MARYLN E. YOUNG, his wife  
Route No. 1, Box 318-R  
Severn, Maryland

NABROSKY LOVEJOYE  
681 West Mulberry Street  
Baltimore, Maryland 21201

and any and all unknown heirs, alienees, de-  
visees and assignees of the foregoing and any  
and all persons whether residents of the State  
of Maryland or not, or bodies corporate, being  
or claiming to have any interest in the fol-  
lowing described real estate, located in Anne  
Arundel County, Maryland, to wit:

Third District Cert. No. 3766-B,  
Lot 19, Blk. T, Plat 2, as shown on a plat  
of Cape St. Claire (Plat Book 21, folio 39.)

Third District Cert. No. 3767-B  
Lot 22, Blk D.D.D. as shown on Plat 5, Cape

IN THE

CIRCUIT COURT

for

ANNE ARUNDEL COUNTY

IN EQUITY

Equity Docket No. folio

Case No. 16,004

FILED

1963 NOV 29 AM 10:33

St. Claire (Plat Book 21, folio 48.)

\*

\* BOOK 152 PAGE 515

Third District Cert. No. 3768-B;

Lot 43, Section L.L. as shown on a plat of  
Glen Burnie Heights (Plat Book 16 folio 19 .)

\*

\*

Third District Cert. No. 3769-B;

Lots 16 and 17, Blk. P.P. as shown on Plat  
3 of Cape St. Claire (Plat Book 21, folio 45.)

\*

\*

Third District Cert. No. 3770-B; and

Cert. No. 3771-B;

\*

Lots 74 and 75, Blk. J, as shown on the  
Plat of Section 1, Deep Creek, Subdivision of  
Cape St. Claire (Plat Book 22, folio 20.)

\*

\*

Third District Cert. No. 3775-B;

Lot 76 as shown on a Revised Plat 1, Rock  
Creek Park (Plat Book 24 , folio 13 .)

\*

\*

Fourth District Cert. No. 3776-B:

Lot 94, Block 62, as shown on the plat of  
Alberta Heights (Plat Book 18, folio 34.)

\*

\*

Respondents

\*

\*\*\*\*\*

#### ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the fore-closure of all rights of redemption of defendants in and to the following de-scribed property located in Anne Arundel County, and sold on the 8th day of October, 1962, by Edward N. C. Bradley, County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to THOMAS C. CARLIN, Plaintiff, in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

Certificate No. 3766-B: Lot 19, Blk T, Plat 2, G.T.C. 1099/584, as shown on the plat of Cape St. Claire, Third District, A. A. County, and assessed to Italo Broccolino and Lidia Broccolino.

Certificate No. 3767-B: Lot 22, Blk DDD, Plat 5, in G.T.C. 1331/3, as shown on the plat of Cape St. Claire, Third District, A. A. Co., assessed to Donald Thomas Bolger.

Certificate No. 3768-B: Lot 43, Sec. LL, as shown on the Plat of Glen Burnie Heights, Third District, A. A. Co., assessed to Edith H. Tyler.

Certificate No. 3769-B: Lots 16 and 17, Blk PP, Plat 3, in G.T.C. 946/521, as shown on the Plat of Cape St. Claire, Third District, A. A. Co., assessed to George C. Dewey and Frances S. Dewey.

Certificate No. 3770-B:

and

Lots 74 and 75, Blk J, Sec. 1, G.T.C.

Certificate No. 3771-B:

1121/105, Deep Creek Subdivision, as shown on the Plat of Cape St. Claire, Third District, A. A. Co., assessed to August H. Wagener.

Certificate No. 3775-B: Lot 76, G.T.C. 963/333 as shown on the Plat

of Rock Creek Park, Third District, A. A. Co., assessed to James T. Young and M. E. Young.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of sale, October 8, 1962.

It is thereupon this 29<sup>th</sup> day of November, 1963, by the Circuit Court for Anne Arundel County in Equity, ORDERED that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 6<sup>th</sup> day of February, 1964, next, warning the said Italo Broccolino and Lidia Broccolino, his wife; Donald Thomas Bolger and Elizabeth R. Bolger, his wife; Edith H. Tyler; George C. Dewey and Frances S. Dewey, his wife; August H. Wagener; Cape St. Claire Improvement Association; James T. Young and Maryln E. Young, his wife; and Nabrosky Lovejoye, and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said properties to be and appear in this Court in proper person or by Solicitor on or before the 7<sup>th</sup> day of February, 1964 and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, THOMAS C. CARLIN, a title free and clear of all encumbrances.

Louis N. Chepps Clerk.

Copy of Circuit Publications Received this  
3 day of November, 1963, for

the Maryland Gazette

PER: [Signature]

GEORGE TODA, Attorney  
733 Title Bldg.  
Baltimore 2, Md.

In The Circuit Court For  
Anne Arundel County  
In Equity  
Case No. 16,004 Equity

THOMAS C. CARLIN  
4210 Wilkens Avenue, Baltimore  
29, Maryland.

Complainant

vs.

ITALO BROCCOLINO and  
LIDIA BROCCOLINO, his wife  
2605 E. Monument Street, Balti-  
more, Maryland 21205

DONALD THOMAS BOLGER  
and ELIZABETH R. BOLGER,  
his wife,

Armistead Way, Baltimore, Ma-  
ryland 21205

EDITH H. TYLER

1267 Battery Avenue, Baltimore,  
Maryland 21230

GEORGE C. DEWEY and  
FRANCES S. DEWEY, his wife,  
153 Hillcrest Road, San Carlos,  
California

Non-Residents

AUGUST H. WAGENER

RFD No. 2, Cape St. Claire, An-  
napolis, Maryland

CAPE ST. CLAIRE IMPROVE-  
MENT ASSOCIATION

P. O. Box 1808, Annapolis, Ma-  
ryland

JAMES T. YOUNG and  
MARYLN E. YOUNG, his wife,  
Route No. 1, Box 318-R, Severn,  
Maryland

NABROSKY LOVEJOYE

681 West Mulberry Street, Bal-  
timore, Maryland 21201

and any and all unknown heirs,  
alienees, devisees and assignees

of the foregoing and any and  
all persons whether residents of  
the State of Maryland or not, or  
bodies corporate, being or  
claiming to have any interest in  
the following described real es-  
tate, located in Anne Arundel  
County, Maryland, to wit:

Third District Cert. No. 3765-B;  
Lot 19, Blk. T, Plat 2, as shown  
on a plat of Cape St. Claire  
(Plat Book 21, folio 39.)

Third District Cert. No. 3767-B;  
Lot 22, Blk. D.D.D. as shown on  
Plat 5, Cape St. Claire (Plat  
Book 21, folio 48.)

Third District Cert. No. 3768-B;  
Lot 43, Section L.L. as shown on  
a plat of Glen Burnie Heights  
(Plat Book 46 folio 19.)

Third District Cert. No. 3769-B;  
Lots 16 and 17, Blk. P.P. as  
shown on Plat 3 of Cape St.  
Claire (Plat Book 21, folio 45.)

Third District Cert. No. 3370-B;  
and Cert. No. 3371-B;

Lots 74 and 75, Blk. J. as shown  
on the Plat of Section 1, Deep  
Creek, Subdivision of Cape St.  
Claire (Plat Book 22, folio 20.)

Third District Cert. No. 3775-B;  
Lot 76 as shown on a Revised  
Plat 1, Rock Creek Park (Plat  
Book 24, folio 13.)

Fourth District Cert. No. 3776-  
B; Lot 94, Block 62, as shown  
on the plat of Alberta Heights  
(Plat Book 18, folio 34.)

Respondents

OFFICE

# Maryland Gazette

Published by  
THE CAPITAL-GAZETTE PRESS, INC.  
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., December 26, 1963

We hereby certify, that the annexed

Order of Publication  
Case No. 16,004 Eq  
Italo Broccolino

was published in

# Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel  
County, Maryland, once a week for 4

successive weeks before the 6th

day of February, 1964. The first

insertion being made the 5th day of

December, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK  
152  
PAGE 517

63  
DEC 27 PM 4 23

No. 1

## Order Of Publication

BOOK 152 PAGE 518

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of defendants in and to the following described property located in Anne Arundel County and sold on the 8th day of October, 1962, by Edward N. C. Bradley, County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to THOMAS C. CARLIN, Plaintiff, in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

Certificate No. 3766-B: Lot 19, Blk T, Plat 2, G.T.C. 1099/584, as shown on the plat of Cape St. Claire, Third District, A.A. County, and assessed to Italo Broccolino and Lidia Broccolino.

Certificate No. 3767-B: Lot 22, Blk. DDD, Plat 5, in G.T.C. 1331/3, as shown on the plat of Cape St. Claire, Third District, A.A. Co., assessed to Donald Thomas Bolger.

Certificate No. 3768-B: Lot 43, Sec. LL, as shown on the Plat of Glen Burnie Heights, Third District, A.A. Co., assessed to Edith H. Tyler.

Certificate No. 3769-B: Lots 16 and 17, Blk. PP, Plat 3, in G.T.C. 946/321, as shown on the Plat of Cape St. Claire, Third District, A.A. Co., assessed to George C. Dewey and Francis S. Dewey.

Certificate No. 3770-B: and Certificate No. 3771-B: Lots 74 and 75, Blk J, Sec. 1, G.T.C. 1121/105, Deep Creek Subdivision, as shown on the Plat of Cape St. Claire, Third District, A.A. Co., assessed to August H. Wagener.

Certificate No. 3775-B: Lot 76, G.T.C. 963/333 as shown on the Plat of Rock Creek Park, Third District, A.A. Co., assessed to James T. Young and M. E. Young.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of sale, October 8, 1962.

It is thereupon this 29th day of November, 1963, by the Circuit Court for Anne Arundel County in Equity, ORDERED that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 6th day of February, 1964, next, warning the said Italo Broccolino and Lidia Broccolino, his wife; Donald Thomas Bolger and Elizabeth R. Bolger, his wife; Edith H. Tyler; George C. Dewey and Frances S. Dewey, his wife; August H. Wagener; Cape St. Claire Improvement Association; James T. Young and Maryln E. Young, his wife; and Nabrosky Lovejoy; and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said properties to

be and appear in this Court in proper person or by Solicitor on or before the 6th day of February, 1964, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, THOMAS C. CARLIN, a title free and clear of all encumbrances.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk  
D-23

BOOK 152 PAGE 519

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

THOMAS C. CARLIN  
4210 Wilkens Avenue  
Baltimore, Maryland 21229

:  
: BOOK 152 PAGE 520  
:

Complainant  
vs

JAMES T. YOUNG  
MARYLN E. YOUNG, his wife  
Route 1, Box 318B  
Severn, Maryland

IN THE  
CIRCUIT COURT  
for  
ANNE ARUNDEL COUNTY

IN EQUITY

Docket No., folio

Respondents

Case No. 16004

S T I P U L A T I O N

It is agreed by and between Thomas C. Carlin, Complainant and James T. Young and Maryln E. Young, his wife, Respondents, that the following amounts shall be paid in accordance with the provisions of Chapter 761 of the Acts Amendatory thereof, of the State of Maryland, in order that the property in these proceedings known as Lot 76, as shown on a certain Plat entitled "Revised Plat 1, Rock Creek Park, Foxwell and Foxwell, Inc., Third District of Anne Arundel County, Maryland, dated June 1953 and recorded among the Land Records of Anne Arundel County in Plat Cab. #4, Rod G-6, Plat #7, may be redeemed.

To be paid to the Collector of taxes for the  
State of Maryland and Anne Arundel County . . . . . \$ 70.98  
(as of January 1964)

To be paid to George Toda, Attorney for  
Thomas C. Carlin, Complainant:

Part of Court Costs .....	\$10.00
Part of cost for Notice of Publication ...	33.25
Title Search .....	10.00
Attorneys fee .....	<u>75.00</u>

128.25

\$199.23

James T. Young  
James T. Young, Respondent

Maryln E. Young  
Maryln E. Young, Respondent

Allen Meyers  
Allen Meyers  
233 Equitable Building  
Baltimore 2, Maryland

Thomas C. Carlin  
Thomas C. Carlin, Complainant

George Toda  
George Toda  
Attorney for Complainant  
733 Title Building  
Baltimore 2, Md.  
Le 9-1245

504 JAN 17 PM 9:15

FILED



THOMAS C. CARLIN,	:	IN THE
Complainant	:	CIRCUIT COURT
vs.	:	FOR
JAMES T. YOUNG and	:	ANNE ARUNDEL COUNTY
MARYLN E. YOUNG, his wife,	:	IN EQUITY
Respondents	:	Case No. 16004

: : : : : : : : :

O R D E R

Upon consideration of the foregoing Stipulation, it is  
this 20th day of January, 1964, by the Circuit Court  
for Anne Arundel County,

ORDERED that the amount necessary to redeem the property  
described therein is \$199.23.

George S. Scales  
Judge

FILED

1964 JAN 20 PM 2:23

THOMAS C. CARLIN  
4210 Wilkens Avenue  
Baltimore, Maryland 21229

Complainant

vs

JAMES T. YOUNG  
MARYLN E. YOUNG, his wife  
Route 1, Box 318B  
Severn, Maryland

ET AL

Respondents

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IN THE  
CIRCUIT COURT  
for  
ANNE ARUNDEL COUNTY  
IN EQUITY

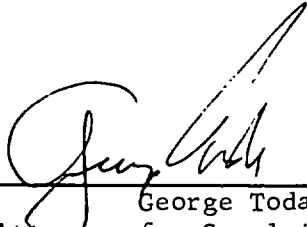
Docket No. folio

Case No. 16004

PARTIAL ORDER OF DISMISSAL

DEAR MR. CLERK:

Please enter an Order of Dismissal for James T. Young and  
Maryln E. Young, his wife, only, in the above case, as to Lot 76, Revised  
Plat One, Rock Creek Park, Plat Cab. 4, Rod G-6, Plat No. 7.

  
George Toda  
Attorney for Complainant  
733 Title Building  
Baltimore, Md. 21202

Lex. 9-1245

FILED  
1964 JAN 20 AM 9:16

28

THOMAS C. CARLIN  
4210 Wilkens Avenue  
Baltimore 29, Maryland,

VS.

GEORGE C. DEWEY and  
FRANCES S. DEWEY, his wife,  
153 Hillcrest Road  
San Carlos, California,  
Non-residents,  
et al.

IN THE  
CIRCUIT COURT

for

ANNE ARUNDEL COUNTY

IN EQUITY

Equity Docket No. 21, folio 309.

Case No. 16004.

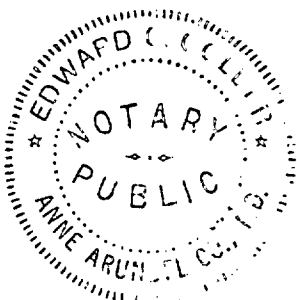
.....

AFFIDAVIT OF MAILING OF NOTICE TO NON-RESIDENTS.

ANNE ARUNDEL COUNTY )  
STATE OF MARYLAND ) ss:

I HEREBY CERTIFY, that on this 17th day of February, 1964, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, THOMAS C. CARLIN, plaintiff in the above entitled cause, and made oath in due form of law that a copy of the bill of complaint, statement of amount necessary for redemption, and order of publication were mailed to George C. Dewey and Frances S. Dewey, his wife, 153 Hillcrest Road, San Carlos, California, non-residents, in compliance with Maryland Rules of Procedure, Rule 105-G, and that said papers were returned by the postal authorities as is evidenced by a letter attached hereto and made a part hereof, and that said letter was mailed to the address as set forth on the tax records of Anne Arundel County, and is the last and only address known to the affiant, and that the affiant has made a reasonable effort to locate the defendants and to warn them of the pendency of this action, and that the statements herein are true to the best of the affiant's knowledge, information and belief.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my notarial seal this 17th day of February, 1964.



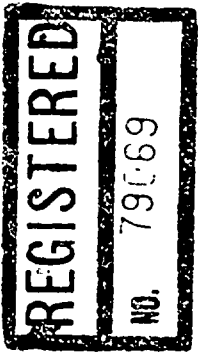
*Edward C. Keller*  
Notary Public.

My commission expires : May 3, 1965.

1964 FEB 20 11:35

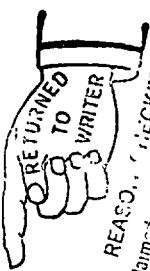
GEORGE TODA  
ATTORNEY AT LAW  
733 TITLE BUILDING  
ST. PAUL STREET AT LEXINGTON  
BALTIMORE, MARYLAND, 21202

30



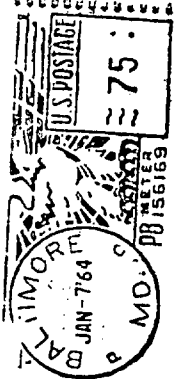
RETURN RECEIPT REQUESTED

RECEIVED  
JAN 13 1969



REASON CHECKED  
Unclaimed  
Address unknown  
Insufficient Address  
No such street  
No such office number  
Do not re-mail in state

Mr. George C. Dewey  
Mrs. Frances S. Dewey  
153 Hillcrest Road  
San Carlos, California



BOOK 152 PAGE 524

X

15

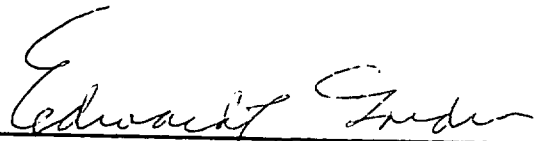
Return if not sent

AFFIDAVIT OF NON-MILITARY SERVICE

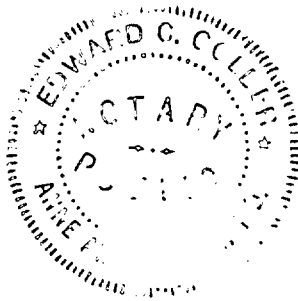
ANNE ARUNDEL COUNTY,) ss:  
STATE OF MARYLAND. )

I hereby certify that on this 17<sup>th</sup> day of February, 1964,  
personally appeared before me, the subscriber, a Notary Public of the State of Maryland,  
in and for Anne Arundel County, THOMAS C. CARLIN, plaintiff in the above entitled cause,  
and made oath, in due form of law, that the defendants ITALO BROCCOLINO and LIDIA  
BROCCOLINO, his wife, DONALD THOMAS BOLDER and ELIZABETH R. BOLGER, his wife, EDITH H.  
TYLER, GEORGE C. DEWEY and FRANCES S. DEWEY, his wife, AUGUST H. WAGENER, and NARBROSKY  
LOVEJOYE, to his knowledge, are not in the military service of the United States  
of America.

In testimony whereof, I hereunto set my hand and affix my notarial seal  
this 17<sup>th</sup> day of February, 1964.

  
Notary Public.

My commission will expire on  
May 3, 1965.



Filed,

1964 FEB 20 AM 11:35

<u>THOMAS C. CARLIN</u>	:	No. 16004	- -	EQUITY
	:			
	:	IN THE		
vs.	:			
	:	CIRCUIT COURT		
	:			
<u>ITALO BROCCOLINO and LIDIA BROCCOLINO,</u>	:	FOR		
his wife, et al.	:	ANNE ARUNDEL COUNTY		
	:			

DECREE PRO CONFESSO

The respondents, ITALO BROCCOLINO and LIDIA BROCCOLINO, his wife, DONALD THOMAS BOLGER and ELIZABETH R. BOLGER, his wife, EDITH H. TYLER, GEORGE C. DEWEY and FRANCES S. DEWEY, his wife, AUGUST H. WAGENER, and NARBROSKY LOVEJOYE, after order of publication duly published (or served) (having been duly summoned), having failed to appear in the bill of complaint and answer same according to the command of the said order of publication (or writ of summons).

It is, thereupon, this 20<sup>th</sup> day of February, 1964, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondents.

And it is further ordered that leave is hereby granted to the complainant to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said bill.

  
 Judge.

FILED  
 1964 FEB 20 PM 4:15

3 ✓

THOMAS C. CARLIN  
4210 Wilkens Avenue  
Baltimore 29, Maryland,

Complainants,

vs.

ITALO BROCCOLINO and  
LIDIA BROCCOLINO, his wife,  
2605 E. Monument Street  
Baltimore, Maryland, 21205,

et al,

Respondents.

BOOK 152 PAGE 527

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

Equity Docket No. 2 / , folio 309.

Case No. 16,004.

DECREE

THIS case standing ready for hearing and being submitted, the proceedings were read and considered.

AND it appearing from the proceedings that the period of time limited in the Order of Publication and the Orders of Subpoenas against the Defendants, Italo Broccolino and Lidia Broccolino, his wife; Donald Thomas Bolger and Elizabeth R. Bolger, his wife; Edith H. Tyler; George C. Dewey and Frances S. Dewey, his wife; August H. Wagener; Cape St. Claire Improvement Association, and Nabrosky Lovejoye, and all persons having or claiming to have any interest in the properties hereinafter described, as prescribed by the Rules of the Court and the Statutes of Maryland, and that no answer, plea or demurrer having been interposed by Italo Broccolino and Lidia Broccolino, his wife; Donald Thomas Bolger and Elizabeth P. Bolger, his wife; Edith H. Tyler; George C. Dewey and Frances S. Dewey, his wife; August H. Wagener; Cape St. Claire Improvement Association, and Nabrosky Lovejoye, the ten Defendants in this case, and all persons having or claiming to have any interest in the property herein described, and that the allegations set forth in the Bill of Complaint present a proper case for relief.

IT IS THEREUPON this 23<sup>rd</sup> day of June, 1964, by the Circuit Court of Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that all rights of redemption in the following described lots of ground situate in Anne Arundel County, State of Maryland:

FIRST: All that lot of ground (in the Third Election District) shown and designated as Lot Nineteen (19), Block "T", on a plat entitled "Plat No. 2, Cape St. Claire", which plat is dated June 1944, and recorded among the Land Records of Anne Arundel County in Plat Book 21, folio 39.

BEING the same lot of ground which, by deed dated February 15, 1957, and recorded among the Land Records aforesaid in Liber G.T.C. No. 1099, folio 584, was granted and conveyed by The Tidewater Holding Corporation unto Italo Broccolino and Lidia Broccolino, his wife.

1964 JUN 23 PM 1:37

SECOND: All that lot of ground (in the Third Election District) known and designated as Lot No. 22, Block DDD, on a plat entitled "Plat No. 5, Cape St. Claire", which said plat is dated September 7, 1949, and filed among the Plat Records of Anne Arundel County in Plat Book 21, folio 48.

BEING the same lot of ground which, by deed dated September 3, 1959, and recorded among the Land Records aforesaid in Liber G.T.C. No. 1331, folio 3, was granted and conveyed by The 810 Corporation unto Thomas Donald Bolger for life, with full power, etc., and upon his death to Elizabeth R. Bolger.

THIRD: All that lot (in the Third Election District) known and designated as Lot No. 43, in Section "L.L." of the lot of ground which, by deed dated May 16, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 10, folio 389, etc., was granted and conveyed by Joseph Schick, et al, to the said Workman's Co-Operative Realty Company, Incorporated, in fee simple; a plat of the same having been duly recorded among the Land Records of Anne Arundel County in Plat Book Liber G.W. Section 3, folio 193, etc., then filed in Cabinet 2, Rod D-2, Plat No. 193, and now filed in Plat Book 16, folio 19.

BEING the same lot of ground which, by deed dated March 16, 1920, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 29, folio 470, was granted and conveyed by The Workman's Co-Operative Realty Company, Incorporated unto Edith Tyler.

FOURTH: All those lots of ground (in the Third Election District) shown and designated as Lots Nos. 16 and 17, Block "P.P." on a plat entitled "Plat No. 3, Cape St. Claire", which said plat is dated July 1949, and filed among the Plat Records of Anne Arundel County in Plat Book 21, folio 45.

BEING the same lots of ground which, by deed dated June 28, 1955, and recorded among the Land Records aforesaid in Liber G.T.C. No. 946, folio 521, were granted and conveyed by The Tidewater Holding Corporation unto George C. Dewey and Frances S. Dewey, his wife.

FIFTH: All those lots of ground (in the Third Election District) shown and designated as Lots Nos. 74 and 75, Block "J" on a plat entitled "Cape St. Claire, Deep Creek Subdivision, Section 1", which plat is dated May 30, 1950, and recorded among the Land Records aforesaid in Plat Book 22, folio 20.

BEING two of the lots of ground which, by deed dated May 20, 1957, and recorded among the Land Records aforesaid in Liber G.T.C. No. 1121, folio 105, were granted and conveyed by The Tidewater Holding Corporation to August H. Wagener.

SIXTH: All that lot or parcel of ground lying, being and situate in the 4th Election District of Anne Arundel County, Maryland, and designated as Lot No. 94, Ellwood, as shown on a plat of Alberta Heights recorded in Plat Records of Anne Arundel County, Maryland, in Cabinet 3, Rod E-5, Plat 6, now Plat Book 18, folio 34, said lot having a frontage on Ellwood of 30 feet, a depth of 194 feet, more or less, and a rear of 31 feet, more or less.


BEING the same lot of ground which, by deed dated April 20, 1949, and recorded among the Land Records aforesaid in Liber J.H.H. No. 545, folio 204, was granted and conveyed by Harry A. Carpenter and Mary E. Carpenter, his wife, to Nabrosky Lovejoye,

mentioned and described in these proceedings are forever foreclosed; that there be vested in the Plaintiff, an absolute and indefeasible title in fee simple in said property, free and clear of all alienations and descents of the property occurring prior to the date of this Decree, and free of all encumbrances thereon except taxes accruing subsequent to the date of sale and public easements to which said property may be subject, and all the Defendants, their heirs, devisees, personal representatives, and their or any of their heirs, devisees, executors, administrators, successors



or assigns, having a right, title or interest in said property.

AND it is further Ordered and Decreed that upon being furnished a certified copy of the Decree of the said Court in this case that the Collector of Taxes for Anne Arundel County be and he is hereby directed to execute a fee simple deed for the property mentioned and described in these proceedings to the holder of the Certificate of Sale, the Plaintiff here, upon payment to the said Collector of Taxes of the balance of the purchase price due on account of the purchase price of the property together with all taxes and interest and penalties thereon accruing subsequent to the date of sale; said deed to be at the expense of the holder of the Certificate of Sale in this case.

  
\_\_\_\_\_  
Judge

G. GREGG EVERNGAM, and  
JAMES F. TOMES,  
Substitute Trustees

vs

JOHN C. HARTSOOK, and  
GERTRUDE HARTSOOK, his wife

IN THE  
CIRCUIT COURT

FOR

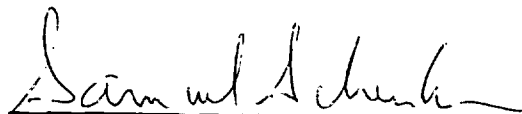
ANNE ARUNDEL COUNTY  
NO. 16 056 EQUITY

\* \* \* \* \*

ORDER TO DOCKET MORTGAGE FORECLOSURE

MR. CLERK:

Please docket this mortgage foreclosure case with the attached copy of the Mortgage as Exhibit "A" and ~~the copy of~~ the Substitution of Trustees as Exhibit "B", and Statement of Mortgage Claim as Exhibit "C".



Samuel Schenker  
Attorney for Substitute Trustees

FILED

1963 DEC 23 PM 1:29

BOOK 1544 PAGE 160  
**This Deed**

BOOK 152 PAGE 531

No 16,056 Equity

Made this 13th day of January, A. D. 1962, by and between  
JOHN C. HARTSOOK and GERTRUDE C. HARTSOOK, his wife

parties of the first part, and

HARRY ADELBERG and VANCE N. CASKEY, Trustees

parties of the second part:

**Whereas**, said parties of the first part are jointly and severally justly indebted unto MONOWALL HOMES, INC., A Maryland Corporation in the full sum of THIRTY TWO HUNDRED NINETY and no/100 (\$3,290.00)-----Dollars for deferred purchase money owed for the hereinafter described property, for which they have made, executed and delivered their one certain joint and several promissory note bearing even date herewith, in said amount with interest at the rate of SIX (6) per centum per annum, and payable to the order of said Monowall Homes, Inc.; said principal and interest being due and payable in monthly installments of THIRTY-THREE and no/100 (\$33.00) each (with the privilege of making larger payments beginning March 1, 1962 and continuing in any amount on any payment date) on the 1st day of each and every month/after ~~date~~ <sup>there</sup>, until paid; each installment, when so paid, to be applied: first, to the payment of the interest on the amount of principal remaining unpaid and the balance thereof credited to the principal. Said note expressly provides that if default be made in the payment of any one of the aforesaid installments when and as the same shall become due and payable, then and in that event, the unpaid balance of the aforesaid principal sum and accrued interest shall at the option of the holder thereof at once become and be due and payable.

The said note has been identified by the notary public taking acknowledgments to these presents, as evidenced by his certification thereon.

**And Whereas**, the parties of the first part desire to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said parties of the second part or substituted trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

**Now, Therefore, This Indenture Witnesseth**, that the parties of the first part, in consideration of the premises, and of one dollar lawful money of the United States of

America to them in hand paid by the parties of the second part the receipt of which before the sealing and delivery of these presents is hereby acknowledged have granted and do hereby grant unto the parties of the second part or their survivor the following described land and premises, situate in the County of Anne Arundel State of Maryland, known and distinguished as

Lot numbered FOURTEEN (14) in Block lettered "B", in the subdivision known as "MUNSON HEIGHTS", as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 31 at Plat 66.

Subject to all covenants, easements, and restrictions of record, if any. Subject to a prior encumbrance securing Colonial Mortgage Corporation on an indebtedness in the original sum of \$12,000.00.

together with all the improvements in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the parties of the first part of, in, to, or out of the said land and premises.

**In and Upon the Trusts.** Nevertheless, hereinafter declared; that is to say: IN TRUST to permit said parties of the first part, their survivor, his, her, or their heirs, to use and occupy the said described land and premises, and the rents, issues, and profits thereof, to take, have, and apply to and for his, her or their sole use and benefit, until default be made in the payment of the aforesaid promissory note hereby intended to be secured or any installment of interest thereon, when and as the same shall become due and payable, or any proper cost or expense in and about the same as hereinafter provided.

**And** upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described premises unto the said parties of the first part, their survivor, his, her or their heirs or assigns, at his, her or their cost.

And Upon This Further Trust, upon any default or failure being made in the payment of said promissory note or of any installment of principal or interest thereon, when and as the same shall become due and payable, or upon default being made in the payment, after demand therefor, of any money advanced as herein provided for, or of any proper cost, charge, commission, or expense in and about the same, then and at any time thereafter the said parties of the second part or their survivor or the trustee acting in the execution of this trust shall have the power and it shall be his, their, her or his duty thereafter to sell, and in case of any default of any purchaser to resell the said described land and premises at public auction, upon such terms and conditions, in such parcels, at such time and place, and after such previous public advertisement as the parties of the second part or their survivor or the trustee acting in the execution of this trust shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost, of the purchaser, or purchasers thereof, who shall not be required to see to the application of the purchase money; and of the proceeds of said sale or sales: FIRSTLY, to pay all proper costs, charges, and expenses, including all fees and costs herein provided for, and all moneys advanced for taxes, insurance, and assessments, with interest thereon as provided herein, and all taxes, general and special, due upon said land and premises at time of sale, and to retain as compensation a commission of six per centum on the amount of the said sale or sales: SECONDLY, to pay whatever may then remain unpaid of said promissory note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note be and become immediately due and payable at the election of the holder thereof; and, LASTLY, to pay the remainder of said proceeds, if any there be, to said parties of the first part, their survivor, his, her or <sup>their heirs</sup> or assigns, upon the delivery and surrender to the purchaser, his, her or their heirs or assigns, of possession of the premises so as aforesaid sold and conveyed, less the expense, if any, of obtaining possession.

And the said parties of the first part do hereby agree at their own cost, during all the time wherein any part of the matter hereby secured shall be unsettled or unpaid to keep the said improvements insured against loss by fire in the full sum of the full value of improvements <sup>hereafter erected thereon</sup> now or ~~hereafter~~ <sup>in the name</sup> and to the satisfaction of the parties of the second part, or substituted trustee, in such fire insurance company or companies as the said parties of the second part may select, who shall apply whatever may be received therefrom to the payment of the matter hereby secured, whether due or not, unless the party entitled to receive shall waive the right to have the same so applied; and also to pay all taxes and assessments, both general and special, that may be assessed against, or become due on said land and premises during the continuance of this trust and that upon any neglect or default to so insure, or to pay taxes and assessments, any party hereby secured may have said improvements insured and pay said taxes and assessments, and the expenses thereof shall be a charge hereby secured and bear interest at the rate of six per centum per annum from the time of such payment.

And it is further agreed that if the said property shall be advertised for sale, as herein provided, and not sold, the trustee or trustees acting shall be entitled to one-half the commission above provided, to be computed on the amount of the debt hereby secured.

And the said parties of the first part covenant that they will warrant specially the land and premises hereby conveyed, and that they will execute such further assurances of said land as may be requisite or necessary.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals on the day and year first hereinbefore written.

Signed, sealed and delivered in the presence of—

Michael W. Fisher  
as to both  
Michael W. Fisher

John C. Hartsook [SEAL]  
John C. Hartsook  
Gertrude C. Hartsook [SEAL]  
Gertrude C. Hartsook  
Gertrude C. Hartsook [SEAL]

STATE OF MARYLAND

COUNTY OF

BOOK 1544 PAGE 163

BOOK 152 PAGE 534

On this the 13th day of January

, 19 62 , before me,

, the undersigned officer, personally

appeared John C. Hartsook and Gertrude C. Hartsook,

, known to me

(or satisfactorily proven) to be the person whose name s are

subscribed to the within instrument and acknowledged that they

executed the

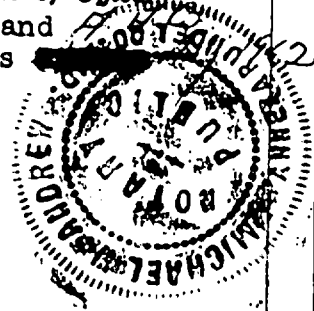
same for the purposes therein contained.

In Witness Whereof I hereunto set my hand and official seal.

Michael W.  
ANDREW

Michael W. Andrew  
Notary Public, Maryland  
My commission expires

10.01



Rec'd for record Feb. 16, 1962 at 3:41 P.M.

Mailed to David A. Chance

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing.....Deed.....is truly taken  
and copied from Liber G.T.C. .... No...1544.... folio....160.... one of the .....Land.....  
Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal  
of the Circuit Court for Anne Arundel County this...9th...day of...December...

A. D., 1963



Louis N. Phlips  
Clerk of the Circuit Court for Anne Arundel County

*No. 16,056 Equity*

SUBSTITUTION OF TRUSTEES

KNOW ALL MEN BY THE PRESENTS:

THAT I, Edwin Shelton, being the Assignee of the Deed of Trust note: from Monowall Homes, Inc., which note: were given to Monowall Homes, Inc., as a result of a Deed of Trust from John Hartsook and Gertude C. Hartsook, his wife, dated January 13, 1962, to Harry Adelberg and Vance N. Caskey, Trustees, dated January 13, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1544 folio 160, do hereby designate Gregg Everngam and James Tomes substitute Trustees of the aforementioned Deed of Trust in place of Harry Adelberg and Vance N. Caskey.

We, Harry Adelberg and Vance N. Caskey do hereby agree to the substitution of the aforementioned Trustees in our place in the aforementioned Deed of Trust.

WITNESS OUR HANDS AND SEALS THIS 26<sup>th</sup> day of August, 1963.

TEST: *Max M. Goldberg*  
Max M. Goldberg

*Edwin Shelton* (SEAL)  
EDWIN SHELTON

TEST: *Genevieve E. Landon*  
Genevieve E. Landon

*Harry Adelberg* (SEAL)  
HARRY ADELBERG

TEST: *Lawrence A. Sanchez*  
Lawrence A. Sanchez

*Vance N. Caskey* (SEAL)  
VANCE N. CASKEY

WASHINGTON, DISTRICT OF COLUMBIA, TO WIT:

I HEREBY CERTIFY, that on this 26<sup>th</sup> day of August, 1963, before me, the subscriber, a Notary Public of Washington D.C. personally appeared Edwin Shelton and he acknowledged the foregoing Substitution of Trustees to be his act.

WITNESS my Hand and Notarial Seal.



*Max M. Goldberg*  
Notary Public  
Com. Exp. 10-31-64  
Max M. Goldberg

FILED

DEC 23 PM 1:29

WASHINGTON, DISTRICT OF COLUMBIA, TO WIT:

I HEREBY CERTIFY, that on this 29<sup>th</sup> day of August, 1963, before me, the subscriber, a Notary Public of Washington, D.C. personally appeared Vance N. Caskey and he acknowledged the foregoing Substitution of Trustees to be his act.

AS WITNESS my Hand and Notarial Seal.

*my Comm. Exp. 5/14/67*

*Lawrence A. Sinclaiter*  
Notary Public D.C.

Lawrence A. Sinclaiter

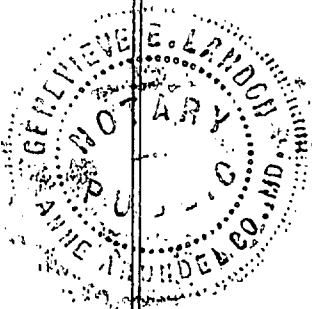
CITY OF BALTIMORE, STATE OF MARYLAND, TO WIT:

I HEREBY CERTIFY, that on this 11th day of November, 1963, before me, the subscriber, a Notary Public of the State of Maryland in and for the city aforesaid personally appeared Harry Adelberg and he acknowledged the foregoing Substitution of Trustees to be his act.

AS WITNESS my Hand and Notarial Seal.

650

*Genevieve E. Landon*  
Notary Public  
Genevieve E. Landon



Rec'd for record Dec 11, 1963 at 2:50 PM.  
Mailed to Samuel Schenker



IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY MARYLAND  
SITTING AS A COURT OF EQUITY

G. GREGG EVERNGAM, and  
JAMES F. TOMES,  
Substitute Trustees

\* IN THE  
CIRCUIT COURT

FOR

vs

\*

ANNE ARUNDEL COUNTY

JOHN C. HARTSOOK, and  
GERTRUDE HARTSOOK, his wife

\* Equity No. 16,056

\*

\*

AFFIDAVIT OF INDEBTEDNESS

DISTRICT OF COLUMBIA, ss:

KNOW ALL PERSONS BY THESE PRESENTS, that before me, a Notary Public in and for the District of Columbia, personally appeared Edwin Shelton, and made oath in due form of law that he is the present Holder of a Deed of Trust and Note secured from John C. Hartsook and Gertrude C. Hartsook, his wife, dated the 13th day of January, 1962, and duly recorded among the Land Records for Anne Arundel County, Maryland, in Liber 1544, at / and that the Deed of Trust Note secured by the said Deed of Trust is in default for non-payment of principal and interest.

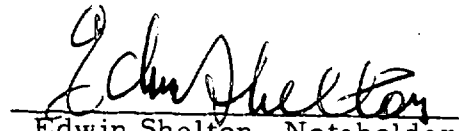
That the unpaid principal balance under said Deed of Trust Note due and owing as of December 1, 1963, is \$3,094.46, together with interest thereon at the rate of six (6%) per cent per annum from March 1, 1963.

That as holder of the second trust I also advanced to the holder of the first trust of the said property overdue payments thereon of \$283.36 on August 23, 1963.

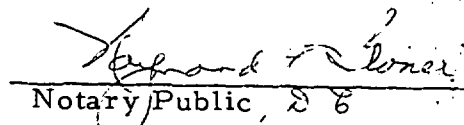
The unpaid principal balance of the second trust of \$3,094.46 plus the first trust payments advanced of \$283.36 makes a total principal amount due

BOOK 152 PAGE 538

under said second trust note of \$3,377.82, plus interest as aforesaid.

  
Edwin Shelton, Noteholder

Subscribed and sworn to before me, this 17<sup>th</sup> day of December, 1963.

  
Notary Public, D.C.  
- 15, 1966

**AFFIDAVIT OF NON-MILITARY SERVICE**

BOOK 152 PAGE 539

*No. 16,056 Equity*

Montgomery  
ANNE ARUNDEL COUNTY, }  
STATE OF MARYLAND, } ss:

I hereby certify that, on this 11th day of December  
19 63 , personally appeared before me, the subscriber, a Notary Public of the State of  
Maryland, in and for ~~ANNE ARUNDEL~~ <sup>Montgomery</sup> County, G. Gregg Everngam and James Tomes,  
Substitute Trustees

plaintiffs , in the above entitled cause, and made oath, in due form of law, that defendant s  
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

John C. Hartsook and Gertrude Hartsook, his wife

and are not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my

Notarial Seal, this 11th day of  
December , 19 63.

Notarial  
Seal

*Gay E. Gengi*  
Notary Public

My Commission will expire on: 5/3/65

Filed,

FILED

1963 DEC 23 PM 1:29

MORTGAGEES OR TRUSTEES. AND

BOOK 12 PAGE 278

No. 16,056 Equity

KNOW ALL MEN BY THESE PRESENTS, THAT we, G. Gregg Everngam and James F. Tones,  
Substitute Trustees

BOOK

152 PAGE 540

as principal, and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws  
 of the State of New York, as surety, are held and firmly bound unto the STATE OF MARYLAND, in the full and  
 just sum of Four Thousand and no/100 — — — — —  
 (\$4,000.00\*\*) ) Dollars, to be paid to the said State or its certain Attorney, to which payment

well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, ad-  
 ministrators, successors or assigns, jointly and severally, firmly by these presents, sealed with our seals and  
 dated this 30th day of December, in the year of our Lord 1963.

WHEREAS, the above bounden G. Gregg Everngam & James F. Tones, Substitute Trustees.

by virtue of the power contained in a ~~mortgage~~ - deed of trust from John C. Hartsook and Gertrude C. Hartsook  
Hartsook to Harry Adelberg & Vance N. Caskey, Trustees  
 bearing date the 13th day of January, 1962  
 and recorded among the Land Records of Anne Arundel County, Maryland  
 in Liber No. \_\_\_\_\_, Folio \_\_\_\_\_ and described as:  
Lot numbered fourteen (14), Block lettered "B", Munson Heights Subdivision, Fourth  
Election District, Anne Arundel County, Maryland

is about to sell the land and premises described in said ~~mortgage~~ - deed of trust, default having been made in  
 the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden G. Gregg Everngam  
and James F. Tones, Substitute Trustees

do and shall well and truly and faithfully perform the trust reposed in them  
 under the ~~mortgage~~ - deed of trust aforesaid, and shall abide by and fulfill any order or decree which shall be  
 made by any Court of Equity in relation to the sale of said property, or the proceeds thereof, then the above  
 obligation to be void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden G. Gregg Everngam and James F. Tones,  
Substitute Trustees

~~xxx~~ - have hereto set their hands and seals and the said body corporate has caused these  
 presents to be duly signed by its duly authorized agent and attorney-in-fact, the day and year first herein above  
 written.

Signed, sealed and delivered  
 in the presence of

Ellen F. Geoghegan

G. Gregg Everngam (SEAL)

James F. Tones (SEAL)

NATIONAL SURETY CORPORATION

As to Surety

by

John L. Palmer, Attorney-in-fact

Bond approved this 31<sup>st</sup> day of December, 1963  
Louis N. Phillips, Clerk

FILED

1963 DEC 31 AM 11:29



SAMUEL SCHENK, R.  
Attorney  
Annapolis, Maryland

## Trustee's Sale

Of Valuable Improved  
Real Estate

127 OTIS DRIVE, SEVERN,  
MARYLAND

FOURTH ELECTION DISTRICT

By virtue of the power and authority contained in a certain Deed of Trust from John C. Hartsook and Gertrude Hartsook dated the 12th day of January, 1962 and duly recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1544, folio 160, default having occurred in the covenants of the said Deed of Trust, and at the request of the holder of the note secured thereby, the undersigned Substituted Trustees will offer for sale at a public auction in the Anne Arundel County Court House Yard, Annapolis, Maryland, on

Thurs., Jan. 2, 1964  
at 4:00 O'clock P.M.

The property described in said Deed of Trust as follows:

Lot Number 14, Block B in a subdivision known as Munson Heights", as per plat thereof and recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 31, folio 66. This property is known as 127 Otis Drive, Severn, Maryland.

No. 12 The property is improved by a one story dwelling containing five rooms and a bath with a car port with brick and stucco exterior.

This property is being sold subject to a first Deed of Trust to the Colonial Mortgage Corporation the exact amount of the Trust Will be revealed at the time of the sale.

### TERMS OF SALE

A deposit of \$750.00 in cash or by certified check made payable to the undersigned Substitute Trustees, will be required at the time of sale. The balance in cash, with interest at six per cent per annum from the date of sale to the date of settlement, shall be payable within ten days after final ratification of sale.

Adjustment on all taxes, public charges and special or regular assessments will be made as of the date of sale and thereafter be assumed by the purchaser. Title examination, conveying, State and Federal revenue stamps, transfer tax, and all other costs incident to settlement are to be paid by the purchaser.

Compliance with terms of sale shall be made within ten days after final ratification of sale or deposit will be forfeited and the property resold at the risk and costs of the defaulting purchaser.

G. GREGG EVERNGAM  
JAMES F. TOMES  
Substitute Trustees  
Perpetual Building,  
8700 Georgia Avenue,  
Silver Spring, Maryland D-31

OFFICE OF

# Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., January 2, 1964

We hereby certify, that the annexed

Trustee's Sale

John C. Hartsook

was published in

# Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 2nd

day of January, 1964. The first

insertion being made the 10th day of

December, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

1964 JAN -2 11:12:19

By

H. T. Telford

G. GREGG EVERNGAM, and  
JAMES F. TOMES,  
Substitute Trustees

IN THE  
CIRCUIT COURT

vs

FOR

JOHN C. HARTSOOK, and  
GERTRUDE HARTSOOK, his wife

ANNE ARUNDEL COUNTY

EQUITY NO. 16656

\*\*\*\*\*

AUCTIONEER'S CERTIFICATE

I HEREBY CERTIFY that on Thursday, January 2, 1964,  
I sold the property known as 127 Otis Drive, Severn, Maryland,  
as described in the attached advertisement of sale to  
Edwin Shelton for \$7,000.00

and I further certify

that the sale was fairly made.

Robert A. Campbell  
Auctioneer

PURCHASERS AGREEMENT

I ~~we~~ HEREBY CERTIFY that Edwin Shelton

purchased the property

known as 127 Otis Drive, Severn, Maryland, as described in  
the attached advertisement of sale from G. Gregg Everngam and  
James F. Tomes, Substitute Trustees, at and for the sum of

\$2,000.00

, and hereby agree to

comply with the terms of sale as set forth in the attached  
advertisement of sale.

TEST:

Marshall P. Johnson

Edwin P. Shelton

FILED

604 JAN -7 AM 11:23

G. GREGG EVERNGAM, and \* IN THE  
JAMES F. TOMES, \* CIRCUIT COURT  
Substitute Trustees \* FOR

vs

JOHN C. HARTSOOK, and \* ANNE ARUNDEL COUNTY  
GERTRUDE HARTSOOK, his wife \* EQUITY NO. 56

\* \* \* \* \*

AFFIDAVIT BY PURCHASER

~~STATE OF MARYLAND~~ )  
DISTRICT OF COLUMBIA ) ss:  
~~COUNTY OF MARYLAND~~ )

KNOW ALL MEN BY THESE PRESENTS:

That before me, the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared EDWIN SHELTON, purchaser in the above mentioned Equity proceedings and did make affidavit and oath, in due form of law, that in pursuance to the Maryland Rules of Procedure, Rule BR6, subsection b3, that he is not acting as agent for anyone and that there are no other principals interested in the purchase of this property under this Trustees' sale, other than the purchaser set forth herein, and that he does further make affidavit and oath, in due form of law, that he nor any of his agents, servants or employees, have not directly or indirectly discouraged anyone from bidding for the said property contained in Equity proceedings No. 56 in the Circuit Court for Anne Arundel County, Maryland.

*Edwin Shelton*

WITNESS my hand and Notarial Seal this 11 day of January, 1964.

My Commission Expires:

12/31/64

*Edwin Shelton*  
Notary Public

FILED

JAN -7 1964

G.GREGG EVERNGAM, and BOOK 152 PAGE 544 IN THE  
 JAMES F. TOMES, \*  
 Substitute Trustees \* CIRCUIT COURT  
 \*  
 vs \* FOR  
 \*  
 JOHN C. HARTSOOK, and \* ANNE ARUNDEL COUNTY  
 GERTRUDE HARTSOOK, his wife \*  
 EQUITY NO. 6056

\* \* \* \* \*

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of G.Gregg Everngam and James F. Tomes, Substitute Trustees for those named in Deed of Trust in Equity 6056 for purpose of selling the hereinafter described property at a mortgage foreclosure, said property being described as 127 Otis Drive, Severn, Fourth Election District, Anne Arundel County, Maryland, the proceeding in said cause mentioned respectfully shows:

That after giving Bond with security for the faithful performance, as prescribed by law, and giving notices of the time, place, manner and terms of sale by advertisement in the "Evening Capitol", a newspaper published in Anne Arundel County, said advertisement being for more than three weeks before the day of sale, pursuant to said notice, they did attend at the Courthouse door in the City of Annapolis, Maryland, on Thursday, January 2, 1964 at 4:00 P.M., the time and place mentioned in said advertisement; and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in these proceedings, to wit:

All that property situated at Anne Arundel County, Maryland and described in said ~~First~~ Deed of Trust as follows:

SAMUEL SCHENKER  
 ATTORNEY AT LAW  
 224 MAIN STREET  
 ANNAPOLIS, MD.

FILED

504 JAN -7 AM 11:23

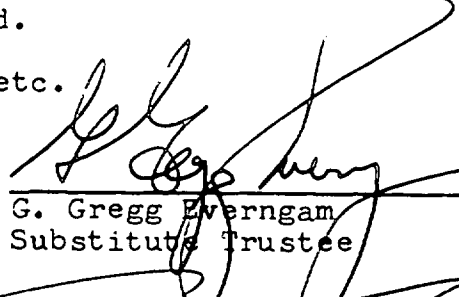


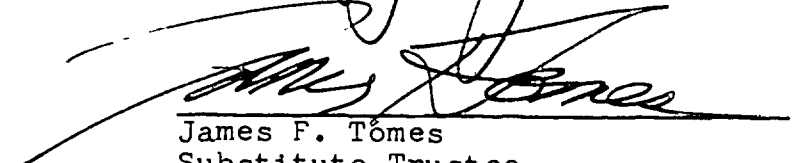
Lot Number 14, Block B in a subdivision known as "Munson Heights", as per plat thereof and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 31, folio 66. This property is known as 127 Otis Drive, Severn, Maryland.

Being the same property that was conveyed to the said John C. and Gertrude Hartsook by Deed dated January 12, 1962 and recorded among the Land Records of Anne Arundel County in Liber GTC 1544, folio 160.

Said property being sold to *Edwin Sheton* for the sum of *\$9,000.00* being at that price then and there the highest bidder therefor. The said purchaser has agreed to comply with the terms of the sale. The agreement of the purchaser, certificate of the Auctioneer, and the report of Sale are filed herewith, all of which are respectfully submitted.

And as in duty bound, etc.

  
G. Gregg Everngam  
Substitute Trustee

  
James F. Tómes  
Substitute Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of January, 1964, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared G. Gregg Everngam and James F. Tomes, Substitute Trustees of Deed of Trust, in Equity No. 76056 in the Circuit Court for Anne Arundel County and made oath in due form of law that the matter and facts set forth in the above Report of Sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Bert E. Schenker  
Bert E. Schenker  
Notary Public

My Commission Expires:

5/3/65

# ORDER NISI

G. GREGG EVERNGAM and  
JAMES F. TOMES, Substitute  
Trustees

versus

JOHN C. HARTSOOK and  
GERTRUDE HARTSOOK, his wife

BOOK 152 PAGE 547

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,056 Equity

Ordered, this 7th day of January, 1964, That the sale of the property in these proceedings mentioned made and reported by G. Gregg Everngam and James F. Tomes, Substitute Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of February next.

The report states that the amount of sale was \$ 2000.00

*Louis N. Phipps* Clerk.

True Copy,

Samuel Schenker  
(Final Order)

TEST: For the Evening Capitol Jan. 9th Edition Clerk.

G. GREGG EVERNGAM and  
JAMES F. TOMES, Substitute  
Trustees  
versus

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of February, 1964, that the sale made and reported by the Sub. Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Sub. Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

*George Sackee*  
JUDGE.

FEB 13 1964

**Order Nisi**  
IN THE CIRCUIT COURT FOR  
ANNE ARUNDEL COUNTY  
No. 16,056 Equity

C. Gregg Everngam and  
James F. Tomes, Substitute  
Trustees

versus

JOHN C. HARTSOOK and  
GERTRUDE HARTSOOK, his  
wife

Ordered, this 7th day of January, 1964, That the sale of the property in these proceedings mentioned made and reported by G. Gregg Everngam and James F. Tomes, Substitute Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of February next.

The report states that the amount of sale was \$2000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk  
J-30

OFFICE OF

**Evening Capital**

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 152 PAGE 548

**CERTIFICATE OF PUBLICATION**

Annapolis, Md., January 31, 1964

We hereby certify, that the annexed

Order Nisi Sale  
Eq. 16,056  
John C. Hartsook

was published in

**Evening Capital**

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 10th

day of February, 1964. The first

insertion being made the 9th day of

January, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. E. C. 1877

1964 FEB -3 AM 10:15

In the Case of

G. Gregg Everngam and James F. Tones, Substitute  
Trustees

VS.

John C. Hartsook and Gertrude Hartsook, his wife

In the  
**Circuit Court**  
For  
**Anne Arundel County**  
No. 16,056 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.  
March 5, 1964

*John H. Phillips Esq.*  
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 23<sup>rd</sup> day of March, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

*Louis H. Phipps*  
Clerk  
Per: *A. Gankowski*, deputy

Dr. G. Gregg Everngam and James F. Tomes, Substitute Trustees  
VS

John C. Hartsook and Gertrude Hartsook, his wife

BOOK 152 PAGE 550

In Acct. with G. Gregg Everngam and James F. Tomes, Substitute Trustees

Cr.

January 2, 1964					
Proceeds of Sale	2,000	00	2,000	00	
			2,000	00	
To Trustees for Commission, viz:	120	00	120	00	
To Trustees for Court Costs, viz:					
Plaintiffs Solicitors Appearance Fee	10	00			
Clerk of Court - Court Costs	28	00			
Auditor - stating this account	22	50	60	50	
To Trustees for expenses, viz:					
Capital-Gazette Press - Advertising Sales	92	76			
Capital-Gazette Press - Order Nisi Sale	15	00			
Robert H. Campbell - Auctioneers Fee	50	00			
National Surety Corp. - Bond Premium	16	00			
Notary Fees	2	00			
1964 County and State Taxes, adjusted					
1/1/64 to 1/2/64 - 2 days (253.29)	1	38	177	14	
To Edwin Shelton this balance on account of					
Mortgage Claim filed	1,642	36	1,642	36	
			2,000	00	
Amount of Martgage Claim filed	3,377	82			
Interest on principal balance of \$3,094.46 from 3/1/63 to 3/21/64 - 386 days @ 6%	195	91			
	3,573	73			
Cr. - Amount allowed above	-	1,642	36		
Balance subject to Decree in Personam	1,931	37			

BOOK 152 PAGE 551

CONTEE SAND & GRAVEL  
COMPANY, INC., a  
Maryland Corporation  
Laurel, Maryland

Plaintiffs

vs.

MONOWALL HOMES, INC.,  
a Maryland Corporation  
47 Central Savings Bank Building  
Baltimore 2, Maryland

Defendants

IN THE  
CIRCUIT COURT  
FOR  
ANNE ARUNDEL COUNTY  
No. 15,639 EQUITY

\* \* \* \*

PETITION TO FORECLOSE MORTGAGE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Contee Sand and Gravel Company, Inc.  
respectfully represents:

1. That on the 17th day of January, 1962, Monowall Homes, Inc. executed a Mortgage to Contee Sand & Gravel Company, Inc. to secure to it a loan of Thirty-five Thousand Dollars (\$35,000.00) due and payable ninety (90) days from the above date, and that on the 27th day of June, 1962, by Extension and Confirmatory Mortgage, the Mortgagor, Monowall Homes, Inc., agreed to pay the amount of Thirty-five Thousand Dollars (\$35,000.00), plus interest at 6% per annum from April 17, 1962, and said Mortgage to be due and payable April 17, 1963; all of which will appear by reference to certified copies of said Mortgages recorded among the Mortgage Records of Anne Arundel County in Liber 1541 and 1574 respectively, Folio 169, herewith filed as part hereof and marked "Exhibit A and Exhibit B".

2. That default has been made by the said Monowall Homes, Inc. in the payment of the debt secured by the said land Mortgage.

3. That the land Mortgage contains the assent of the said Mortgagors to the passage by this Court of an ex parte decree for the sale of said mortgaged land in accordance with Article 66 of the Maryland Code, 1957 Edition, as will appear by reference

1963 JUN -3 PM 3:50  
FILED

to said Exhibit A now incorporated into Rule W 73 (a) (2) of the Maryland Rules of Procedure, 1961 Edition.

Your Petitioner therefore prays:

1. That Your Honor will pass a decree for the sale of said mortgaged premises in accordance with the said assent of said Mortgagors under the Sections of the Code and Maryland Rules of Procedure above referred to.

2. And for such other and further relief as the case may require.

AND, AS IN DUTY BOUND, etc.

McWilliams and Melvin

By William A. Franch  
212 Duke of Gloucester Street  
Annapolis, Maryland  
COlonial 3-2658  
Solicitors for Plaintiffs



BOOK 152 PAGE 553

BOOK 1541 PAGE 169

No. 15, 639.

56742  
THIS MORTGAGE, Made this 17th day of January, 1962,  
by and between MONOWALL HOMES, INC., a body corporate of  
the State of Maryland, Mortgagor, and CONTEE SAND & GRAVEL  
COMPANY, INC., a body corporate of the State of Maryland,  
Mortgagee.

WHEREAS, the said Mortgagor is indebted unto the said  
Mortgagee in the full and just sum of THIRTY-FIVE THOUSAND  
DOLLARS (\$35,000.00), which said principal sum said Mortgagor  
hereby covenants and agrees to repay, without interest, ninety  
(90) days from the date hereof; and

WHEREAS, it was a condition precedent hereto that this  
mortgage be executed.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the  
premises and of the sum of One Dollar, the said Monowall Homes,  
Inc., doth grant and convey unto the said Contee Sand & Gravel  
Company, Inc., its successors and assigns, all those lots or  
parcels of ground lying in Anne Arundel County, State of  
Maryland, aforesaid, and described as follows, that is to say:

BEING all those lots shown on the plat of the sub-  
division known as "Munson Heights", in Anne Arundel County,  
Maryland, recorded among the Land Records of Anne Arundel County  
in Plat Book No. 31, Plat 66, which lots are designated on said  
Plat as:

BLOCK "A", Lots 1, 4, 5, 6, 7, 10, 11, 12, 13, 14 and 15.

BLOCK "B", Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 32, 33 and 34.

BLOCK "B", Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, 18, 19, 20, 21 and 22.

BEING also a part of the land conveyed by Howard Wagner,  
et al, unto the said Monowall Homes, Inc., by deed dated  
September 16, 1960, and recorded among the said Land Records of  
Anne Arundel County in Liber G.T.C. 1423, folio 443.

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1963 JUN -3 PM 3:50

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use and benefit of the said Contee Sand and Gravel Company, Inc., its successors and assigns forever.

PROVIDED, that if the said Monowall Homes, Inc., its successors or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Thirty-Five Thousand Dollars (\$35,000.00) when and as it becomes due and payable, as aforesaid, and shall perform each and all of the covenants herein on its part to be performed, then this mortgage shall be void.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorizes the said Mortgagee, its successors and assigns, or its duly authorized Attorney or Agent of the said mortgagee, its successors and assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repay-

ment of all expenses incident to said sale, including a fee of Three Hundred Dollars (~~\$300.00~~) and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor, its successors and assigns, or to whoever may be entitled to the same. ..

AND the said Mortgagor, for itself, its successors and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagor, for itself, its successors and assigns, does hereby covenant to pay, and the said Mortgagee, its successors or assigns, or its said Attorney, shall not be required to receive the principal only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said ex-

penses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND it is agreed that, until default be made in the premises, the said party of the first part, its successors or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said party of the first part covenants to pay when legally payable.

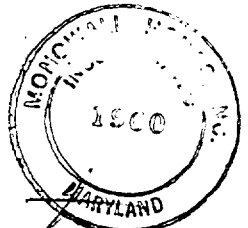
WITNESS the signature of said MONOWALL HOMES, INC., by the hand of CARROLL MARTIN, its President, duly authorized so to do, and its corporate seal hereto affixed.

ATTEST:

  
Robert Van Sickler

MONOWALL HOMES, INC.

By:   
Carroll Martin, President



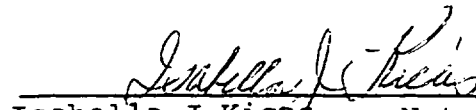
STATE OF MARYLAND,  
COUNTY OF BALTIMORE

BOOK 1541 PAGE 173

, to wit:

I HEREBY CERTIFY, that on this 17th day of January, 1962, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared CARROLL MARTIN, President of Monowall Homes, Inc., the Mortgagor named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage to be its act and deed. At the same time also appeared CHARLES HAUGH, duly authorized agent of Contee Sand and Gravel Company, Inc., and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.



  
Isabella J. Kicas - Notary Public

Res'd for record Feb. 1, 1962 at 9:28 A.M.

Mailed to Harry Adelburg

BOOK 152 PAGE 557 BOOK 1574 PAGE 169

EXTENSION AND CONFIRMATORY MORTGAGE

No. 15, 639

THIS AGREEMENT AND CONFIRMATORY MORTGAGE, made this 17th day of June, 1962, by and between MONOWALL HOMES, INC., a body corporate of the State of Maryland, Mortgagor, and CONTEE SAND & GRAVEL COMPANY, INC., a body corporate of the State of Maryland, Mortgagee.

W I T N E S S E T H:

52062  
WHEREAS, Monowall Homes, Inc., is indebted unto Contee Sand & Gravel Company, Inc., in the amount of Thirty-Five Thousand Dollars (\$35,000.00) with interest from April 17, 1962, at 6% per annum, said Mortgage being recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1541, folio 169; and

WHEREAS, said Mortgage by the terms thereof, became due and payable April 17, 1962, and the parties hereto have agreed to extend said Mortgage for an additional term of one (1) year, otherwise subject to all the terms and conditions of said Mortgage; and

WHEREAS, the description of the parcel of land so intended to be conveyed by said Mortgage contains certain errors, and for the purposes of correcting the same and for the purposes aforesaid, this Confirmatory Mortgage and Agreement is executed.

NOW, THIS AGREEMENT WITNESSETH:

That the said parties hereto, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to each by the other in hand paid, the receipt of which is hereby acknowledged, do hereby mutually covenant, promise and agree to and with each other, and their respective heirs, executors, administrators and assigns, as follows:

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1963 JUN -3 PM 3:50

The description of said parcel of land conveyed in said Mortgage, dated the 17th day of January, 1962, recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1541, folio 169, is hereby corrected to read as follows:

BEING all those lots shown on the plat of the subdivision known as "Munson Heights", in Anne Arundel County, Maryland, recorded among the Land Records of Anne Arundel County in Plat Book No. 31, Plat 66, which lots are designated on said Plat as:

BLOCK "A", Lots 1,4,5,6,7,10,11,12,13,14 and 15.

BLOCK "B", Lots 1,2,3,4,5,6,7,8,9,10,11,12,32,33 and 34.

BLOCK "C", Lots 1,2,3,4,5,6,7,8,9 and 10,18,19,20,21 and 22.

THAT the time for the payment of said principal sum be and the same is hereby extended to the 7th day of April, 1963, and that interest thereon shall be payable semi-annually at the rate of 6% per annum, until said principal sum is fully paid and satisfied.

That the Mortgagor shall have the right and privilege to prepay the principal indebtedness in whole or in part at any time without penalty, and for each TWO THOUSAND DOLLARS (\$2,000.00) paid on account of the principal, the Mortgagee agrees to release from this Mortgage a lot designated by the Mortgagor.

AND the parties to this agreement hereby consent to said extension and agree that said Mortgage shall continue a first lien upon said premises, and that said Mortgage and all the covenants and conditions therein shall remain in full force, except as herein modified.

LIBER 1574 PAGE 170 A

WITNESS the signatures of the said MONOWALL HOMES, INC., by the hand of CARROLL MARTIN, its President, and CONTEE SAND & GRAVEL COMPANY, INC., by the hand of CHARLES HAUGH, its duly authorized officer, and their corporate seals hereto affixed.

ATTEST:

MONOWALL HOMES, INC.,

Isabella J. Kicas  
Isabella J. Kicas

By: Carroll Martin  
Carroll Martin, President

CONTEE SAND &amp; GRAVEL COMPANY, INC.

Isabella J. Kicas  
Isabella J. Kicas

By: Charles Haugh  
Charles Haugh, Treasurer

STATE OF MARYLAND )  
COUNTY OF BALTIMORE ) ss:

I HEREBY CERTIFY, that on this 9th day of June, 1962, before me the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared CARROLL MARTIN, President of Monowall Homes, Inc., the Mortgagor named in the foregoing Agreement, and he acknowledged the Agreement to be its act and deed.

AS WITNESS my hand and Notarial Seal.

Isabella J. Kicas  
Isabella J. Kicas, Notary Public

STATE OF MARYLAND)  
COUNTY OF BALTIMORE ) ss:

LIBER 1574 PAGE 171

I HEREBY CERTIFY, that on this 27th day of June, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of BALTIMORE, personally appeared CHARLES HAUGH, duly authorized officer of the CONTEE SAND & GRAVEL COMPANY, INC., and made oath in due form of law that the facts set forth in said Extension of Mortgage are true and bona fide, as therein set forth.

AS WITNESS my hand and Notarial Seal.

Isabella J. Kicas  
Isabella J. Kicas, Notary Public



- 3 -  
rec'd for record June 28, 1962 at 10:01 AM.  
Mailed to Nancy Adellberg

CONTEE SAND & GRAVEL  
COMPANY, INC., a  
Maryland Corporation  
Laurel, Maryland

IN THE  
CIRCUIT COURT

Plaintiffs

FOR

ANNE ARUNDEL COUNTY

vs.

MONOWALL HOMES, INC.,  
a Maryland Corporation  
47 Central Savings Bank Building  
Baltimore 2, Maryland

NO. 15,639 EQUITY

Defendants

\* \* \* \*

## STATEMENT OF MORTGAGE CLAIM.

Statement of the claim of Contee Sand and Gravel Company, Inc., a Maryland Corporation, under the land Mortgage to it from Monowall Homes, Inc., dated 17 January, 1962, and Extension and Confirmatory Mortgage of 27 June, 1962, and recorded among the Mortgage Records of Anne Arundel County in Libers 1541 and 1574 respectively, Folio 169:

Amount of principle due on mortgage,  
dated 17 January, 1962, payable 90  
days therefrom, and Extension and  
Confirmatory Mortgage, dated 27  
June, 1962, payable and due one  
year from 17 April, 1962, with  
interest at 6% per annum from 17  
April, 1962, now due by reason of  
default thereon..... \$35,000.00

Interest thereon from 17 April, 1962 to 17 April, 1963.....	2,100.00
--	----------

Interest thereon from 17 April, 1963 to this date.....	274.15
---	--------

Total amount due: \$37,374.15

STATE OF MARYLAND                    )  
  ) To wit  
COUNTY OF ANNE ARUNDEL            )

I HEREBY CERTIFY that on this 3<sup>rd</sup> day of June, 1963,  
before me, the subscriber, a Notary Public in and for the State  
and County aforesaid, personally appeared WILLIAM A. FRANCH,  
Solicitor for Mortgagee, and made oath in due form of law that  
the foregoing is a true and just statement of the amount remaining

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1963 JUN -3 PM 3:50



BOOK 152 PAGE 561

due under the terms of the Mortgage, and that he has not received  
any security or satisfaction therefor, other than the land Mortgage  
referred to in said statement.

WITNESS my hand and notarial seal.

A circular notary seal for Mary M. Lobb, Notary Public, with the date 03 17 1911.  
Mary M. Lobb  
Notary Public

CONTEE SAND & GRAVEL  
COMPANY, INC., a  
Maryland Corporation  
Laurel, Maryland

Plaintiffs

vs.

MONOWALL HOMES, INC.,  
a Maryland Corporation  
47 Central Savings Bank Building  
Baltimore 2, Maryland

Defendants

IN THE  
CIRCUIT COURT  
FOR  
ANNE ARUNDEL COUNTY  
NO. 15,639  
EQUITY

\* \* \* \*

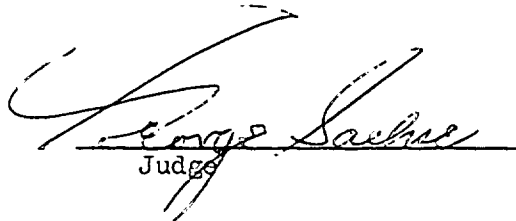
DECREE OF SALE

The Petition and Exhibits in the above case having been submitted and the proceedings therein having been read and considered,

It is thereupon, this 5<sup>th</sup> day of June, 1963, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in these proceedings be sold; that Frank C. Serio be, and he is, hereby, appointed Trustee to make said sale and that the course and manner of the proceedings be as follows:

He shall first file with the Clerk of the Court a bond to the State of Maryland executed by himself and a corporate surety to be approved by this Court, or by the Clerk thereof, in a penalty of \$38,000 <sup>00</sup>/<sub>100</sub>, conditioned upon the faithful performance of the trust reposed in him by this Decree or to be reposed in him by any future Decree or Order in the premises; he shall then proceed to make the said sale, having given at least five (5) days notice by advertisement in the Maryland Gazette, a county newspaper published weekly in Anne Arundel County, of the time, place, manner and terms of sale, which shall be for cash; and as soon as may be convenient after such sale, the Trustee shall return to this Court a full and particular account of his proceedings relative to such sale with an affidavit annexed of the truth thereof and of the fairness of said sale.

and obtain the Court's ratification of said sale and, on payment of the whole purchase money, the said Trustee shall deliver and convey to the purchaser, his, her or their representatives and assigns, the property to him, her or them sold, free and clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them or either of them. And the said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court after deducting the costs of this suit and such commission to said Trustee as this Court shall think proper to allow, provided that before the sale herein before decreed shall be made, a statement of the mortgage claim duly verified by affidavit as required by law be filed in said case.

  
Judge

# Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE 3

BOOK

12 PAGE 108

No. 15,639 *July*

BOND NO. 56 25 434

KNOW ALL MEN BY THESE PRESENTS:

BOOK 152 PAGE 564

That we, Frank C. Serio, 212 Duke of Gloucester, Annapolis, Maryland  
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws  
of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and  
just sum of Thirty-eight Thousand and 00/100 (\$38,000.00) ----- Dollars,  
to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind  
ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally,  
firmly by these presents.

Sealed with our seals and dated this 17th day of June  
in the year of our Lord one thousand nine hundred and Sixty-three

WHEREAS, the above bounden Frank C. Serio  
by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County  
has been appointed Trustee to sell certain property

mentioned in the proceedings in the case of Contee Sand & Gravel Company, Inc., a Md. Corp.

VS:

Monowall Homer, Inc., a Md. Corp.  
now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden  
Frank C. Serio  
do and shall well and faithfully perform the trust reposed in him by said decree, or that may  
be reposed in him by any future decree or order in the premises, then the above obligation  
to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

Frank C. Serio (SEAL)  
Frank C. Serio  
..... (SEAL)

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Hilda V. Hunter  
Hilda V. Hunter As to Surety

By Joseph C. McHugh  
Joseph C. McHugh

MD3116a-500, 3-62 159921  
Trustee's Bond

Bond approved this 3 day of July, 19 63  
Louis N. Phillips, Clerk

FILED

1963 JUL -3 AM 10:00

CONTEE SAND & GRAVEL  
COMPANY, INC., a  
Maryland Corporation  
Laurel, Maryland

BOOK 152 PAGE 565

IN THE

CIRCUIT COURT

FOR

Plaintiffs

ANNE ARUNDEL COUNTY

vs.

NO. 15639 EQUITY

MONOWALL HOMES, INC.,  
a Maryland Corporation  
47 Central Savings Bank Building  
Baltimore 2, Maryland

Defendants

\* \* \* \*

TRUSTEE'S REPORT OF SALE

Comes now Frank C. Serio, Trustee, who respectfully reports to this Honorable Court that, on July 9, 1963, through George W. Scible, Auctioneer, he conducted a public sale at the Court House door, which sale had been advertised in the Maryland Gazette, Anne Arundel County, Maryland, on June 20, June 27, and July 1, 1963, all pursuant to a Decree of Sale issued by this Honorable Court on June 5, 1963.

Pursuant to the advertisement, the several parcels of land mortgaged were offered as an entirety.

The parcels consisted of those lots shown on the plat of the sub-division known as "Munson Heights" in Anne Arundel County, Maryland, recorded among Land Records of Anne Arundel County in Plat Book No. 31, Folio 66, which lots are designated on subject plat as:

BLOCK "A", Lots 1,4,5,6,7,10,11,12,13,14 and 15.

BLOCK "B", Lots 1,2,3,4,5,6,7,8,9,10,11,12,32,33 and 34.

BLOCK "C", Lots 1,2,3,4,5,6,7,8,9 and 10,18,19,20,21 and 22.

The high bid for the parcels as an entirety was submitted by Contee Sand & Gravel Company, Inc. in the amount of \$7,500.00.


The bid for the entirety being the most advantageous, the Trustee thereupon accepted such bid for the lots as set forth above and hereby certifies that the bid received for said lots as an entirety from Contee Sand & Gravel Company, Inc. was the highest bid received.

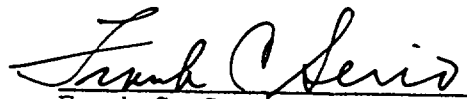
FILED

1963 JUL 10 PM 1:44

Wherefore, the Trustee prays this Honorable Court  
to pass an appropriate order in the premises.

Dated: July 10<sup>th</sup> 1963.

  
George W. Scible, Auctioneer

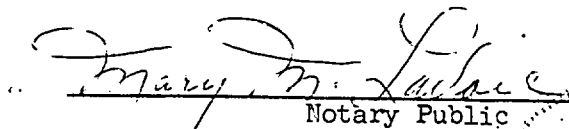
  
Frank C. Serio, Trustee

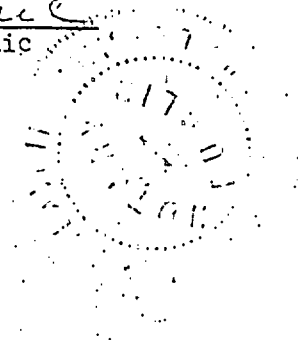
AFFIDAVIT

STATE OF MARYLAND       )  
                                  ) ss.  
COUNTY OF ANNE ARUNDEL)

Be it remembered that on this 10<sup>th</sup> day of July,  
1963, before me, the subscriber, a Notary Public of the State of  
Maryland, in and for the County aforesaid, personally appeared  
FRANK C. SERIO, Trustee, and GEORGE W. SCIBLE, Auctioneer,  
each of whom made oath in due form of law, that the matters set  
forth in the foregoing Trustee's Report of Sale are true, to the  
best of his knowledge and belief, and that said sale was openly  
and fairly conducted after due notice as required by law.

AS WITNESS My Hand and Notarial Seal.

  
Notary Public



## ORDER NISI

CONTEE SAND & GRAVEL COMPANY, INC.,

a Maryland Corporation

versus

MONOWALL HOMES, INC.,

a Maryland Corporation

BOOK 152 PAGE 567

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,639

Equity

Ordered, this 10th day of July, 1963, That the sale of the property in these proceedings mentioned made and reported by Frank C. Serio, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of August next.

The report states that the amount of sale was \$ 7,500.00

True Copy,

*Louise Y. Phillips*

Clerk.

TEST: William A. Franch, Atty. (McWilliam & Melvin) Md. Gazette (for July 18 edition) (Final Order) Clerk.

CONTEE SAND & GRAVEL COMPANY, INC.,

a Maryland Corporation

versus

MONOWALL HOMES, INC.,

a Maryland Corporation

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20th day of August, 1963, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

*George Sack*  
JUDGE

1963 AUG 20 PM 12:04

McWILLIAMS AND MELVIN  
212 Duke of Gloucester Street  
Annapolis, Maryland

**Trustee's  
Sale  
Of Valuable  
Unimproved  
Real Estate**

Located in Munson Heights Sub-division, Fourth Election District, Anne Arundel County, Maryland which Sub-division is located approximately one mile south on Maryland Route 170 from intersection with Dorsey Road.

By virtue of an assent to decree for sale contained in a certain mortgage from Monowall Homes, Inc. dated January 17, 1962 and extension and confirmatory mortgage dated June 27, 1962, and duly recorded in Libers 1541 and 1474 respectively, folio 169, in the Land Records of Anne Arundel County, Maryland, default having occurred in the covenants of the said mortgage, and by virtue of a decree of the Circuit Court for Anne Arundel County in Equity No. 15639 dated June 5, 1963, and at the request of the mortgagee the undersigned trustee will offer for sale at public auction in the Anne Arundel County Court House yard on

**Tues., July 9, 1963  
at 11:00 A.M.**

the property described in said mortgage as follows:

Being all those lots shown on the plat of the subdivision known as "Munson Heights," in Anne Arundel County, Maryland, recorded among the Land Records of Anne Arundel County in Plat Book No. 31, Plat 66, which lots are designated on said Plat as:

BLOCK "A", Lots 1, 4, 5, 6, 7, 10, 11, 12, 13, 14 and 15.

BLOCK "B" Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 32, 33 and 34.

BLOCK "C", Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, 18, 19, 20, 21 and 22.

**TERMS OF SALE :** Payment in cash or by certified check made payable to the undersigned trustee will be required on the date of sale.

Adjustment on all taxes, public charges and special or regular assessments will be made as of the date of sale and thereafter be assumed by the purchaser.

Frank C. Serio,  
Trustee  
212 Duke of Gloucester Street  
Annapolis, Maryland  
GEORGE C. SCIBLE  
Auctioneer

Jy-2

OFFICE OF

**Maryland Gazette**

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

**CERTIFICATE OF PUBLICATION**

Annapolis, Md., July 12, 1963

We hereby certify, that the annexed

Trustee's Sale

Monowall Homes, Inc.

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3

successive weeks before the 9th

day of July, 1963. The first insertion being made the 20th day of

June, 1963.

**FILED**

1963  
JUL 12 PM 3:42

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman

BOOK 152 PAGE 368



CONTEE SAND & GRAVEL  
COMPANY, INC., a  
Maryland Corporation  
Laurel, Maryland

Plaintiffs

vs.

MONOWALL HOMES, INC.,  
a Maryland Corporation  
47 Central Savings Bank Building  
Baltimore 2, Maryland

Defendants

IN THE  
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 15639 EQUITY

\* \* \* \*

AFFIDAVIT BY PURCHASER

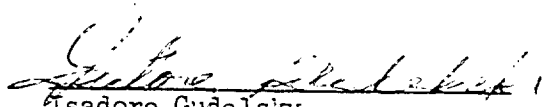
Isadore Gudelsky, agent for Contee Sand & Gravel Company, Inc. of Laurel, Maryland, purchaser at the above-captioned foreclosure sale, respectfully represents unto this Court as follows:

1. That on the 9th day of July, 1963 at 11:00 AM, he appeared in front of the Court House for Anne Arundel County, Maryland, Annapolis, Maryland and purchased the property referred to in the above-captioned foreclosure sale for his principal, Contee Sand & Gravel Company, Inc. of Laurel, Maryland.

2. That he acted for Contee Sand & Gravel Company, Inc. and for no other interested principals.

3. That he has not directly or indirectly discouraged anyone from bidding for the said property.

That this Affidavit is made in accordance with Rule 36(3) of the Maryland Rules of Procedure.

  
Isadore Gudelsky

FILED  
1963 AUG -2 PM 4:16

STATE OF MARYLAND

COUNTY OF

*Prince Georges*

BOOK 152 PAGE 570

Before me, the undersigned, a Notary Public in and for  
the State and County aforesaid, personally appeared Isadore Gudelsky,  
this *30<sup>th</sup>* day of *July* 1963, and made oath in due form of  
law that the matters and facts herein above set forth are true.

*Maxwell Hummer*  
Notary Public  
*Carol H. H.*  
Comm. Exp. 5-2-65

**Order nisi**  
IN THE CIRCUIT COURT FOR  
ANNE ARUNDEL COUNTY  
No. 15,639 Equity  
CONTEE SAND & GRAVEL COM-  
PANY, INC., a Maryland Corpor-  
ation  
versus  
MONOWALL HOMES, INC.,  
A Maryland Corporation  
Ordered, this 10th day of July,  
1963, That the sale of the prop-  
erty in these proceedings men-  
tioned made and reported by  
Frank C. Serio, Trustee BE RA-  
TIFIED AND CONFIRMED, un-  
less cause to the contrary thereof  
be shown on or before the 19th  
day of August next; Provided, a  
copy of this Order be inserted in  
some newspaper published in  
Anne Arundel County, once in  
each of three successive weeks  
before the 19th day of August  
next.  
The report states that the  
amount of sale was \$7,500.00  
LOUIS N. PHIPPS  
Clerk  
True Copy, TEST:  
LOUIS N. PHIPPS  
Clerk  
A-8

No. M. C. 5328

OFFICE OF  
**Maryland Gazette**  
Published by  
THE CAPITAL-GAZETTE PRESS, INC.  
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 152  
PAGE 571

**CERTIFICATE OF PUBLICATION**

Annapolis, Md., August 12, 1963

We hereby certify, that the annexed

Order nisi  
Eq. 15, 639

Monowall Homes, Inc.

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel  
County, Maryland, once a week for 4  
successive weeks before the 19th  
day of August, 1963. The first  
insertion being made the 18th day of  
July, 1963.

**FILED**  
THE CAPITAL-GAZETTE PRESS, INC.  
1963 AUG 12 AM 11:48  
By H. Tilghman

CONTEE SAND & GRAVEL  
COMPANY, INC., a  
Maryland Corporation  
Laurel, Maryland

BOOK 152 PAGE 572

IN THE

CIRCUIT COURT

Petitioner

vs.

FOR

MONOWALL HOMES, INC.,  
a Maryland Corporation  
47 Central Savings Bank Building  
Baltimore 2, Maryland

ANNE ARUNDEL COUNTY

and

NO. 15639 EQUITY

WILLIAM R. KAHL  
1021 N. Calvert Street  
Baltimore, Maryland

and

FRANK C. SERIO, Trustee  
204 Duke of Gloucester Street  
Annapolis, Maryland

Respondents

\* \* \*  
BILL TO QUIET TITLE

The Bill of Complaint to remove cloud on title of Contee Sand and Gravel Company, Inc., by William A. Franch, their solicitor, respectfully represents:

1. Petitioner claims legal title to the below described vacant and unoccupied land as the result of a mortgage executed by Monowall Homes, Inc., dated January 17, 1962, and recorded February 1, 1962 in the Land Records of Anne Arundel County, Maryland, Liber 1541, Folio 173. This instrument provides that Petitioner was given a mortgage on the below described land on a debt of \$35,000.00 to be due and payable ninety days from execution date of the mortgage. The mortgage property was described as follows:

"BEING all those lots shown on the plat of the sub-division known as Munson Heights, in Anne Arundel County, Maryland, recorded among the Land Records of Anne Arundel County in Plat Book No. 31, Plat 66, which plats are designated on said plat as:

Block "A", Lots 1, 4, 5, 6, 7, 10, 11, 12, 13, 14 and 15.

Block "B", Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 32, 33 and 34.

Block "B", Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, 18, 19, 20, 21 and 22."

1963 SEP 27 AM 11:18

FILED

The Mortgagee, Contee Sand and Gravel Company, Inc. observed shortly after the execution of the above Mortgage that a typing error had been made in the description of the lots to be mortgaged. The specific error was the typing of a Block B the second time, whereas the description should have been for Blocks A, B, and C. To correct this error and to grant a further period of time to satisfy the mortgage debt an Extension and Confirmatory Mortgage was executed by the Mortgagor and the Mortgagee on June 27, 1962 and recorded on June 28, 1962 at 10:01 A.M. in the Land Records of Anne Arundel County, Maryland, in Liber 1574, Folio 169.

The Extension and Confirmatory Mortgage was corrected to read as follows:

"BEING all those lots shown on the plat of the sub-division known as Munson Heights, in Anne Arundel County, Maryland, recorded among the Land Records of Anne Arundel County in Plat Book No. 31, Plat 36, which lots are designated on said plat as:

Block "A", Lots 1, 4, 5, 6, 7, 10, 11, 12, 13, 14 and 15.

Block "B", Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 32, 33 and 34.

Block "C", Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, 18, 19, 20, 21 and 22."

The correction contained above provided for a mortgage on certain lots of Block C of Munson Heights. The same lots were referred to with the only change being the typing in of the letter C which, through a typing error, had not been done at the time of the January 17, 1962 mortgage, although it was the intent of the parties at the time of the January 17, 1962 mortgage that certain lots in Block C were to be mortgaged.

2. On the same date and minute of the same hour that the Extension and Confirmatory Mortgage was recorded in the Land Records of Anne Arundel County, Maryland, a mortgage given by Monowall Homes, Inc. was recorded naming William R. Kahl as Mortgagee of the same identical lots of the Munson Heights Sub-division as set out immediately above and recorded in Liber 1574, Folio 172 of the Land Records of Anne Arundel County, Maryland.

3. Upon the Mortgagor, Monowall Homes, Inc., defaulting on payment of the mortgage debt due the Petitioner, a foreclosure sale was conducted on July 9, 1963 under a Decree of Sale ordered by this Court on June 5, 1963, at which time the Petitioner was the highest bidder of the property described in the Extension and Confirmatory Mortgage set out above, as shown by the Trustee's Report of Sale heretofore filed in this proceeding.

4. The Trustee has in his hands \$750.00 which represents 10% of the purchase price received at the aforementioned foreclosure sale and the Petitioner is reluctant to pay the balance to the Trustee until he is certain that the title he will receive from the Trustee is a merchantable one free from any encumbrance.

5. As the Petitioner's title has been challenged because of the outstanding mortgage in favor of William R. Kahl, the merchantability of Petitioner's title is clearly affected. As Petitioner is without an adequate remedy at law, the Petitioner requests relief through this Court of Equity.

WHEREFORE the Complainant requests this Honorable Court to issue a Summons and a Show Cause Order on the said Respondents to show cause, if any they may have, why this Court should not decree as follows:

- (1) That the Extension and Confirmatory Mortgage executed on June 27, 1962, and recorded on June 28, 1962 at 10:01 A.M. dates back to the Mortgage of January 17, 1962, which was recorded on February 1, 1962 and takes legal effect from that date. (2) That the Trustee pay and deliver over the proceeds from the foreclosure sale of July 9, 1963, if ratified, to the Petitioner as first Mortgagee. (3) That the legal status of the Mortgage naming William R. Kahl as Mortgagee is that of a second Mortgage on the above described lots of Munson Heights. (4) Such other or further relief as may be just and equitable.

CONTEE SAND AND GRAVEL COMPANY, INC.

By Isadore Gudelisky  
Isadore Gudelisky  
President, Contee Sand & Gravel Co.  
Laurel, Maryland

William A. Franch  
William A. Franch  
212 Duke of Gloucester Street  
Annapolis, Maryland  
Colonial 3-2658  
Solicitor for Petitioner

STATE OF MARYLAND )  
COUNTY OF MONTGOMERY )

I HEREBY CERTIFY that on this 25 day of SEPTEMBER, 1963, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ISADORE GADIELSKY and made oath in due form of law that the matters and facts set forth in the foregoing Bill to Quiet Title are true to the best of his knowledge and belief.

*Calvin C. Long*  
\_\_\_\_\_  
MY COMMISSION Notary Public  
EXPIRES MAY 3, 1965

ORDER OF COURT

Upon the foregoing Bill of Complaint and Affidavit, it is ORDERED this 30<sup>th</sup> day of September, 1963, by the Circuit Court for Anne Arundel County, in Equity, that upon a copy of the within Bill of Complaint, Affidavit and Order of Court being served on the Respondent, Monowall Homes, Inc., such Respondent shall show cause, if any it has, within fifteen days after service, why the relief requested should not be granted as prayed and that upon a copy of the within Bill of Complaint, Affidavit and Order of Court being served on the Respondent, William R. Kahl, such Respondent shall show cause, if any he have, within fifteen days after service, why the relief requested should not be granted as prayed.

*George Lachse*  
\_\_\_\_\_  
Judge

FILED

1963 SEP 30 PM 1:43

25

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\*

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 15,639 EQUITY

\* \* \* \*

ANSWER OF RESPONDENT TRUSTEE

Now comes Frank C. Serio, Trustee, in proper person,  
who answers the Bill to Quiet Title filed herein by the Petitioner  
and says:

1-5. That he admits the allegations of paragraphs 1 through 5 of said Bill.

6. Further, that he has no cause to show why the relief prayed should not be granted.

As in duty bound, etc.

Frank C. Serio  
P.O. Box 388  
Annapolis, Maryland  
263-2658  
Trustee

FILED

1963 OCT -8 PM 3:14



CERTIFICATE OF SERVICE

I CERTIFY that, on this 8 day of October, 1963, a copy of the foregoing Answer of Respondent Trustee was mailed to William A. Franch, Esq., P.O. Box 388, Annapolis, Maryland, Attorney for the Petitioner, and to Monowall Homes, Inc., 47 Central Savings Bank Building, Baltimore 2, Maryland, and William R. Kahl, 1021 N. Calvert Street, Baltimore, Maryland, Respondents.

  
Frank C. Serio

CONTEE SAND & GRAVEL  
COMPANY, INC., a  
Maryland Corporation  
Laurel, Maryland

Petitioner

vs.

MONOWALL HOMES, INC.,  
a Maryland Corporation  
47 Central Savings Bank Building  
Baltimore 2, Maryland

and

WILLIAM R. KAHL  
1021 N. Calvert Street  
Baltimore, Maryland

and

FRANK C. SERIO, Trustee  
204 Duke of Gloucester Street  
Annapolis, Maryland

Respondents

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 15,639 EQUITY

\* \* \* \* \*

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of William R. Kahl, one of the Respondents  
in the above entitled case, to the Bill of Complaint heretofore filed against  
him respectfully represents:

1. In answer to the First Paragraph of said Bill of Complaint,  
this Respondent admits the recording of a mortgage by Monowall Homes, Inc.  
among the Land Records of Anne Arundel County as alleged and the recording of  
an instrument entitled "Extension and Confirmatory Mortgage" among said Land  
Records as alleged. As to all other allegations set forth in said First  
Paragraph this Respondent has no personal knowledge and therefore neither  
admits nor denies the same, but demands strict proof thereof.

FILED

1963 NOV 19 PM 3:42

2. In answer to the Second Paragraph of said Bill of Complaint, this Respondent admits the allegations contained therein.

3. This Respondent has no personal knowledge as to the matters alleged in the Third Paragraph of said Bill of Complaint and neither admits nor denies the same, but demands strict proof thereof.

4. This Respondent has no personal knowledge as to the matters alleged in the Fourth Paragraph of said Bill of Complaint and neither admits nor denies the same, but demands strict proof thereof.

5. Answering the Fifth Paragraph of said Bill of Complaint, this Respondent admits the same.

6. Further answering said Bill of Complaint, this Respondent asserts that he has a first mortgage on the lots located in Block C of the subdivision known as Munson Heights, but admits that as to the lots located in Block A and Block B, that he has a second mortgage.

AND having fully answered said Bill of Complaint, the Respondent prays that he may be henceforth dismissed with his costs.

AND AS IN DUTY BOUND, ETC.

H. Donald Schwab  
per JR  
10. 12. 1914  
Solicitors for  
William R. Kahl

I hereby certify that on this 19<sup>th</sup> day of November, 1963,  
copies of the foregoing Answer to Bill of Complaint were mailed to William A.  
Franch, Esquire, 212 Duke of Gloucester Street, Annapolis, Maryland, Solicitor  
for Complainant, and Frank C. Serio, Trustee, P.O. Box 388, Annapolis, Maryland.

John S. Roman

CONTEE SAND & GRAVEL	*	
COMPANY, INC., a	*	
Maryland Corporation	*	
Laurel, Maryland	*	
		IN THE
Petitioner		
vs.	*	
		CIRCUIT COURT
MONOWALL HOMES, INC.,	*	
a Maryland Corporation	*	
47 Central Savings Bank Building	*	FOR
Baltimore 2, Maryland	*	
and	*	ANNE ARUNDEL COUNTY
WILLIAM R. KAHL	*	
1021 N. Calvert Street	*	NO. 15, 639 EQUITY
Baltimore, Maryland	*	
and	*	
FRANK C. SERIO, Trustee	*	
204 Duke of Gloucester Street	*	
Annapolis, Maryland	*	
Respondents	*	
	* * * * *	

DECREE PRO CONFESSO

The Respondent, Monowall Homes, Inc., having been duly summoned and having failed to appear to the Bill of Complaint and answer same according to the command of the said Order signed by this Court on September 30, 1963,

It is, thereupon, this 27<sup>th</sup> day of *January*, 1963, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered, and decreed that said Bill of Complaint be, and the same is hereby, taken pro confesso against said respondent.

And it is further ordered that any hearing to be set on the answer of the respondent, William R. Kahl, to Petitioner's Bill of Complaint be also for the purpose of support of the allegations of

the Bill of Complaint as it affects the respondent, Monowall Homes, Inc., upon the giving of due notice to the respondent, Monowall Homes, Inc.

D. B. Davis  
Judge

FILED

1963 NOV 27 PM 3:42  
-2-

3 ✓

CONTEE SAND & GRAVEL	*	
COMPANY, INC., a	*	
Maryland Corporation	*	
Laurel, Maryland	*	
		Petitioner
vs.	*	IN THE
MONOWALL HOMES, INC.,	*	
a Maryland Corporation	*	CIRCUIT COURT
47 Central Savings Bank Building	*	
Baltimore 2, Maryland	*	
	*	FOR
and	*	
WILLIAM R. KAHL	*	ANNE ARUNDEL COUNTY
1021 N. Calvert Street	*	
Baltimore, Maryland	*	NO. 15639 EQUITY
	*	
and	*	
FRANK C. SERIO, Trustee	*	
204 Duke of Gloucester Street	*	
Annapolis, Maryland	*	
	*	
	*	Respondents

\* \* \* \* \*

PETITIONER'S REQUEST FOR  
ADMISSION OF FACTS

The Petitioner requests that the Respondent, William R. Kahl, admit the following facts for the purpose of this action only, and they shall be deemed to have been admitted unless within fifteen days after service of this Request, the Respondent serve upon the Petitioner sworn statements: (1) Denying specifically the matters of which an admission is requested or (2) Setting forth in detail the reasons why he cannot truthfully either admit or deny those matters, and also showing that the means of securing the information or knowledge is not reasonably within his power.

1. That the enclosed mortgage instruments executed between Contee Sand & Gravel Company, Inc., and Monowall Homes,

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Inc., are exact copies of the originals to be found in Liber 1541, Folio 173, and Liber 1574, Folio 169, in the Land Records of Anne Arundel County, Maryland.

2. That the lots referred to in Block "C" of the Extension and Confirmatory Mortgage, Liber 1574, Folio 169, are the same lots as those referred to in the first mortgage instrument executed between Contee Sand & Gravel Company, Inc., and Monowall Homes, Inc., Liber 1541, Folio 173, where Block "B" is referred to a second time.

3. That on the same date and minute of the same hour that the Extension and Confirmatory Mortgage was recorded in the Land Records of Anne Arundel County, Maryland, a mortgage given by Monowall Homes, Inc., was recorded, naming William R. Kahl as mortgagee of the same identical lots of the Munson Heights subdivision as set out in the said Extension and Confirmatory Mortgage recorded in Liber 1574, Folio 169, of the Land Records of Anne Arundel County, Maryland.

4. That the Respondent, William R. Kahl, challenges the Petitioner's title as to the lots in Block "C" because of the mortgage in favor of William R. Kahl recorded in Liber 1574, Folio 172, of the Land Records of Anne Arundel County, Maryland.

5. That the Respondent, William R. Kahl, does not dispute Petitioner's claim as first mortgagee to the lots in Blocks "A" and "B" as set out in Liber 1541, Folio 173, and Liber 1574, Folio 169.



6. That the Respondent, William R. Kahl, claims to be first mortgagee as to the lots in Block "C" as set out in the Extension and Confirmatory Mortgage executed between Contee Sand & Gravel Company, Inc., and Monowall Homes, Inc., Liber 1574, Folio 169.

William A. Franch

William A. Franch  
212 Duke of Gloucester Street  
Annapolis, Maryland  
Colonial 3-2658  
Solicitor for Petitioner

I HEREBY CERTIFY that on this 21<sup>st</sup> day of November, 1963, copy of the foregoing Petitioner's Request for Admission of Facts was mailed to Monowall Homes, Inc., 47 Central Savings Bank Building, Baltimore 2, Maryland; to Frank C. Serio, Esq., Trustee, 204 Duke of Gloucester Street, Annapolis, Maryland; and to John G. Rouse, Jr., Esq., Rouse, Morton, and Beardmore, 18 West Street, Annapolis, Maryland, solicitors for William R. Kahl.

William A. Franch  
William A. Franch

THIS MORTGAGE, Made this 17th day of January, 1962,

5674  
by and between MONOWALL HOMES, INC., a body corporate of  
the State of Maryland, Mortgagor, and CONTEE SAND & GRAVEL  
COMPANY, INC., a body corporate of the State of Maryland,  
Mortgagee.

WHEREAS, the said Mortgagor is indebted unto the said  
Mortgagee in the full and just sum of THIRTY-FIVE THOUSAND  
DOLLARS (\$35,000.00), which said principal sum said Mortgagor  
hereby covenants and agrees to repay, without interest, ninety  
(90) days from the date hereof; and

WHEREAS, it was a condition precedent hereto that this  
mortgage be executed.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the  
premises and of the sum of One Dollar, the said Monowall Homes,  
Inc., doth grant and convey unto the said Contee Sand & Gravel  
Company, Inc., its successors and assigns, all those lots or  
parcels of ground lying in Anne Arundel County, State of  
Maryland, aforesaid, and described as follows, that is to say:

BEING all those lots shown on the plat of the sub-  
division known as "Munson Heights", in Anne Arundel County,  
Maryland, recorded among the Land Records of Anne Arundel County  
in Plat Book No. 31, Plat 66, which lots are designated on said  
Plat as:

BLOCK "A", Lots 1, 4, 5, 6, 7, 10, 11, 12, 13, 14 and 15.

BLOCK "B", Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 32, 33 and 34.

BLOCK "B", Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, 18, 19, 20, 21 and 22.

BEING also a part of the land conveyed by Howard Wagner,  
et al, unto the said Monowall Homes, Inc., by deed dated  
September 16, 1960, and recorded among the said Land Records of  
Anne Arundel County in Liber G.T.C. 1423, folio 443.

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TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use and benefit of the said Contee Sand and Gravel Company, Inc., its successors and assigns forever.

PROVIDED, that if the said Monowall Homes, Inc., its successors or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Thirty-Five Thousand Dollars (\$35,000.00) when and as it becomes due and payable, as aforesaid, and shall perform each and all of the covenants herein on its part to be performed, then this mortgage shall be void.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorizes the said Mortgagee, its successors and assigns, or its duly authorized Attorney or Agent of the said mortgagee, its successors and assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repay-

ment of all expenses incident to said sale, including a fee of Three Hundred Dollars (\$300.00) and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor, its successors and assigns, or to whoever may be entitled to the same.

AND the said Mortgagor, for itself, its successors and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagor, for itself, its successors and assigns, does hereby covenant to pay, and the said Mortgagee, its successors or assigns, or its said Attorney, shall not be required to receive the principal only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said ex-

penses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND it is agreed that, until default be made in the premises, the said party of the first part, its successors or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said party of the first part covenants to pay when legally payable.

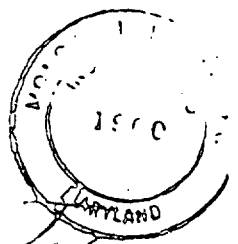
WITNESS the signature of said MONOWALL HOMES, INC., by the hand of CARROLL MARTIN, its President, duly authorized so to do, and its corporate seal hereto affixed.

ATTEST:)

Robert Van Sickler  
Robert Van Sickler

MONOWALL HOMES, INC.

BY: Carroll Martin  
Carroll Martin, President



STATE OF MARYLAND,  
COUNTY OF BALTIMORE

, to wit:

I HEREBY CERTIFY, that on this 17th day of January, 1962, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared CARROLL MARTIN, President of Monowall Homes, Inc., the Mortgagor named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage to be its act and deed. At the same time also appeared CHARLES HAUGH, duly authorized agent of Contee Sand and Gravel Company, Inc., and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.



Isabella J. Kioas  
Isabella J. Kioas - Notary Public

Filed for record 1962 Jan 17  
Filed to Harry Adell

MORRIS		FROM		MONOMALL BROS., INC.		TO		COSTE SAND & GRAVEL COMPANY, INC.		7/1/6		HARRY A. HARRIS HARRIS & HARRIS HARRIS & HARRIS	
--------	--	------	--	----------------------	--	----	--	--------------------------------------	--	-------	--	---	--

EXTENSION AND CONFIRMATORY MORTGAGE

THIS AGREEMENT AND CONFIRMATORY MORTGAGE, made this *1st* day of June, 1962, by and between MONOWALL HOMES, INC., a body corporate of the State of Maryland, Mortgagor, and CONTEC SAND & GRAVEL COMPANY, INC., a body corporate of the State of Maryland, Mortgagee.

## W I T N E S S E T H:

72669  
WHEREAS, Monowall Homes, Inc., is indebted unto Contec Sand & Gravel Company, Inc., in the amount of Thirty-Five Thousand Dollars (\$35,000.00) with interest from April 17, 1962, at 6% per annum, said Mortgage being recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1341, folio 169; and

WHEREAS, said Mortgage by the terms thereof, became due and payable April 17, 1962, and the parties hereto have agreed to extend said Mortgage for an additional term of one (1) year, otherwise subject to all the terms and conditions of said Mortgage; and

WHEREAS, the description of the parcel of land so intended to be conveyed by said Mortgage contains certain errors, and for the purposes of correcting the same and for the purposes aforesaid, this Confirmatory Mortgage and Agreement is executed.

## NOW, THIS AGREEMENT WITNESSETH:

That the said parties hereto, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to each by the other in hand paid, the receipt of which is hereby acknowledged, do hereby mutually covenant, promise and agree to and with each other, and their respective heirs, executors, administrators and assigns, as follows:

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The description of said parcel of land conveyed in said Mortgage, dated the 17th day of January, 1962, recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1541, folio 169, is hereby corrected to read as follows:

BEING all those lots shown on the plat of the subdivision known as "Munson Heights", in Anne Arundel County, Maryland, recorded among the Land Records of Anne Arundel County in Plat Book No. 31, Plat 66, which lots are designated on said Plat as:

BLOCK "A", Lots 1, 4, 5, 6, 7, 10, 11, 12, 13, 14 and 15.

BLOCK "B", Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 32, 33 and 34.

BLOCK "C", Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, 18, 19, 20, 21 and 22.

THAT the time for the payment of said principal sum be and the same is hereby extended to the 7th day of April, 1963, and that interest thereon shall be payable semi-annually at the rate of 6% per annum, until said principal sum is fully paid and satisfied.

That the Mortgagor shall have the right and privilege to prepay the principal indebtedness in whole or in part at any time without penalty, and for each TWO THOUSAND DOLLARS (\$2,000.00) paid on account of the principal, the Mortgagee agrees to release from this Mortgage a lot designated by the Mortgagor.

AND the parties to this agreement hereby consent to said extension and agree that said Mortgage shall continue a first lien upon said premises, and that said Mortgage and all the covenants and conditions therein shall remain in full force, except as herein modified.



WITNESS the signatures of the said MONOWALL HOMES, INC., by the hand of CARROLL MARTIN, its President, and CONTEE SAND & GRAVEL COMPANY, INC., by the hand of CHARLES HAUGH, its duly authorized officer, and their corporate seals hereto affixed.

ATTEST:

MONOWALL HOMES, INC.,

Isabella J. Kicas  
Isabella J. Kicas

By: Carroll Martin  
Carroll Martin, President

CONTEE SAND & GRAVEL COMPANY, INC.

Isabella J. Kicas  
Isabella J. Kicas

By: Charles Haugh  
Charles Haugh, Treasurer

STATE OF MARYLAND )  
COUNTY OF BALTIMORE)

SS:

I HEREBY CERTIFY, that on this 9<sup>th</sup> day of June, 1962, before me the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared CARROLL MARTIN, President of Monowall Homes, Inc., the Mortgagor named in the foregoing Agreement, and he acknowledged the Agreement to be its act and deed.

AS WITNESS my hand and Notarial Seal.

Isabella J. Kicas  
Isabella J. Kicas, Notary Public

STATE OF MARYLAND )  
COUNTY OF BALTIMORE ) SS:

BOOK 1574 PAGE 171

I HEREBY CERTIFY, that on this 27<sup>th</sup> day of June, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of BALTIMORE, personally appeared CHARLES HAUGH, duly authorized officer of the CONTEE SAND & GRAVEL COMPANY, INC., and made oath in due form of law that the facts set forth in said Extension of Mortgage are true and bona fide, as therein set forth.

AS WITNESS my hand and Notarial Seal.

Isabella J. Kicas  
Isabella J. Kicas, Notary Public

- 3 -  
Recd for record June 28, 1962  
Mailed to: Nery Adelsberg

1000 DAVENPORT BUILDING  
BALTIMORE 2, MD

MARY ADLERBERG

LAW OFFICES

CONTEE SAND & GRAVEL  
COMPANY, INC.

AND

MONOWALL HOMES, INC.

EXTENSION

EXTENSION OF MORTGAGE

CONTEE SAND & GRAVEL  
COMPANY, INC., a  
Maryland Corporation  
Laurel, Maryland

Petitioner

vs.

MONOWALL HOMES, INC.,  
a Maryland Corporation  
47 Central Savings Bank Building  
Baltimore 2, Maryland

and

WILLIAM R. KAHL  
1021 N. Calvert Street  
Baltimore, Maryland

and

FRANK C. SERIO, Trustee  
204 Duke of Gloucester Street  
Annapolis, Maryland

Respondents

\* \* \*

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 15639 EQUITY

C O N S E N T   T O  
D E C R E E

TO THE HONORABLE, THE JUDGES OF SAID COURT:

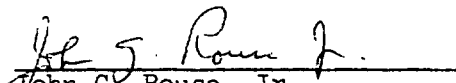
The Respondent William R. Kahl, upon further investigation and information since the filing of his Answer to Petitioner's Bill To Quiet Title, admits that he is the holder of a second mortgage to the Lots in Block "C," as well as Blocks "A" and "B" as set out in Petitioner's Bill To Quiet Title, and no longer challenges the claim of Petitioner that it is first mortgagee of those Lots of Blocks "A," and "B" and "C" as set out in its Extension and Confirmatory Mortgage, previously filed in this case.

WHEREFORE, Respondent William R. Kahl consents to entry of a Decree that Contee Sand & Gravel Company, Inc., is the first


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mortgagee and that Respondent William R. Kahl is the second mortgagee of those lots in Munson Heights Subdivision, Blocks "A," "B," and "C," as set out in Petitioner's Bill To Quiet Title.

  
John G. Rouse, Jr.  
18 West Street  
Annapolis, Maryland  
Attorney for Respondent  
William R. Kahl

I HEREBY CERTIFY that on this 18<sup>th</sup> day of December, 1963, copy of the foregoing Consent to Decree was forwarded to Monowall Homes, Inc., 47 Central Savings Bank Building, Baltimore 2, Maryland; to Frank C. Serio, Esquire, Trustee, 204 Duke of Gloucester Street, Annapolis, Maryland; and to William A. Franch, Esquire, 212 Duke of Gloucester Street, Annapolis, Maryland, Solicitor for Petitioner.

  
John G. Rouse, Jr.

CONTEE SAND & GRAVEL	*	IN THE
COMPANY, INC., a	*	
Maryland Corporation	*	
Laurel, Maryland	*	CIRCUIT COURT
Petitioner	*	
vs.	*	FOR
	*	
MONOWALL HOMES, INC.,	*	ANNE ARUNDEL COUNTY
a Maryland Corporation	*	
47 Central Savings	*	
Bank Building	*	
Baltimore 2, Maryland	*	NO. 15639 EQUITY
and	*	
	*	
WILLIAM R. KAHL	*	
1021 N. Calvert Street	*	
Baltimore, Maryland	*	
and	*	
	*	
FRANK C. SERIO, Trustee	*	
204 Duke of Gloucester	*	
Street, Annapolis,	*	
Maryland	*	
Respondents	*	

\* \* \*

D E C R E E

Upon a reading and review of the pleadings filed in this matter pertaining to Petitioner's Bill To Quiet Title, it is hereby decreed:

1. That the Respondent, Monowall Homes, Inc., is the owner of those lots in Blocks "A", "B", and "C" of the Munson Heights Subdivision as set out in Petitioner's Bill To Quiet Title.

2. That Respondent, William R. Kahl, is the holder of a second mortgage as to those lots in Blocks "A", "B", and "C" of the Munson Heights Subdivision as set out in Petitioner's Bill To Quiet Title.

- 1 -

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3. That the Petitioner, Contee Sand and Gravel Company, Inc., is first mortgagee as to those lots in Blocks "A", "B", and "C" located in the subdivision of Munson Heights as set out in Petitioner's Bill To Quiet Title.

Wm. D. Smith  
Judge

12/20/63

In the Case of

BOOK 152 PAGE 598

Contee Sand & Gravel Company, Inc.

A Maryland Corporation

VS.

Monowall Homes, Inc., et al

In the

Circuit Court

For

Anne Arundel County

No. 15,639 Equity

To the Honorable, the Judges of said Court:

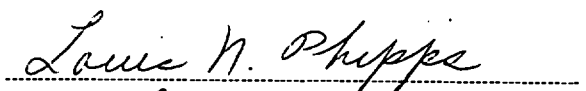
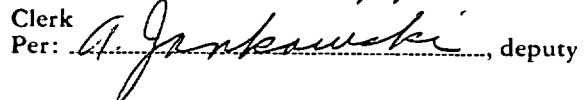
The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.

  
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 31<sup>st</sup> day of March, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

  
Clerk  
Per: , deputy

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49 Dr. Mortgaged Real Estate of Monowall Homes, Inc.

BOOK 152 PAGE 599

In Acct. with Frank C. Serio, Trustee

				Cr.	
By	Amount of Sale as per Trustee's Report				
	of Sale filed			7,500 00	
					7,500 00
To	Trustee, for fee, viz	300 00			
To	" , for commission, viz	255 00			
				555 00	
To	Trustee, for Court costs, viz				
	Plaintiff's Solicitor, appearance fee	10 00			
	Clerk, Court costs	68 25			
	Sheriff, Baltimore City	8 00			
	Sheriff, Anne Arundel County	2 00			
	Auditor, this account	22 50			
				110 75	
To	Trustee, for expenses, viz				
	Capital-Gazette Press, Inc.				
	Advertising & Nisi - sale	72 75			
	Speer Publications, Inc. - handbills	18 03			
	Fidelity & Deposit Co. of Md. - bond	152 00			
	George W. Scible, auctioneer's fee	125 00			
				367 78	
To	Contee Sand & Gravel Co., Inc., Mortgagee,				
	on account of mortgage claim	6,466 47			
				6,466 47	
					7,500 00
	Balance due on mortgage, as per claim				
	filed	37,374 15			
	Interest, 6%, on principal balance,				
	\$35,000.00, from 6/3/63 to 3/30/64	1,849 04			
		39,223 19			
	Credit amount allowed above	6,466 47			
	This amount subject to decree in personam	32,756 72			

BOOK 152 PAGE 600